

July 15, 2024

Terms of Service

PLEASE READ BEFORE ACCESSING OR USING THE PAYVUS WEBSITE

Payvus LLC ("Payvus", "we", or "us") provides Payvus.com, and associated services (the "Site") to enable Payvus cardholders to manage their account ("Account") via the internet.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY DOWNLOADING, REGISTERING, SIGNING INTO, ACCESSING, BROWSING, OR OTHERWISE USING THE SITE, WHETHER AS A GUEST OR REGISTERED USER, OR OTHERWISE ACCEPTING THESE TERMS OF SERVICE, YOU ARE SIGNIFYING THAT YOU HAVE READ THE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO AND ACCEPT THEM, AND ANY AND ALL FUTURE MODIFICATIONS TO THESE TERMS OF SERVICE, AS WELL AS TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE PAYVUS PRIVACY POLICY, AVAILABLE [HERE](#). IF YOU DO NOT AGREE TO OR ACCEPT THESE TERMS OF SERVICE, DO NOT USE THE SITE.

We reserve the right to terminate your access to the Site, at any time without notice. The most current version of the Terms of Service is available to you by clicking on the link at the bottom of the Site. Your continued use of the Site after the date of any change to these Terms of Service is your acceptance to be bound by the terms and conditions contained in the then current Terms of Service.

1. Grant of License

Subject to the terms and conditions of these Terms of Service, we hereby grant to you a non-exclusive, limited, personal, non-transferable, freely revocable license to use the Site in a manner consistent with these Terms of Service solely as permitted by the features of the Site. Payvus reserves all rights not expressly granted herein in the Terms of Service. We may terminate this license at any time for any reason or no reason.

2. Your Use of the Site

In connection with your use of the Site, you agree:

- A. To use the Site only for purposes expressly authorized by Payvus and to comply with these Terms of Service.
- B. To be solely responsible for your actions and the contents of your transmissions through the Site. In addition, you agree that, by your electronic transmission of information via the Site, you are making any and all certifications required by applicable laws and that such electronic certifications have the same force and effect

as a manually signed certification. You agree that parties whom you authorize to print applications, forms, or other documents have the right to print "signature on file" on the hard copy of such materials on which such certification is required. If required by a government agency, or at our request, you agree to provide written certification in hard copy form.

C. To be solely responsible for installing any products furnished by third-party providers or suppliers that are necessary to access the Site. You acknowledge that the Site does not include equipment, software, or communication line access. You will, at your sole expense, be responsible for acquiring and maintaining all equipment, software, and communication access necessary for you to use the Site.

D. To use a web browser version that we support in conjunction with the Site.

3. Accessing the Site

To access the Site, you will need a working connection to the Internet via a web browser on your computer for which you are responsible for all security, costs, expenses, and fees.

From time to time, due to the performance of maintenance, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume, or similar reasons the Site may not be available for your use. We minimize the periods of time during which the Site is unavailable. You agree that we shall not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result of the unavailability of the Site, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access the Site caused directly or indirectly, in whole or in part, by your computer, your inability to establish a connection to the Internet, your Internet Service Provider ("ISP"), or capacity or other limitations or constraints of the Internet.

The Site is intended only for use within the United States. We may restrict your access to the Site during times you are in a country for which use of the Site would be prohibited. The Site is not intended for use by persons in any jurisdiction where such use or collection of information would be contrary to applicable laws or regulations. You are responsible for compliance with all local laws.

4. Submission of Materials

A. Accuracy of User Materials. You may submit to us through the Site content, information, user data or other materials (together with all intellectual property rights in and to such materials, in order to communicate with us (or our third-party customer service provider) or submit forms or applications through the Site, including, without limitation, for the hosting, sharing and display of such user materials and to apply for or request products or services. When applying for or requesting a product or service or otherwise submitting user materials on or through the Site, you agree to provide current, complete, and accurate information about yourself and your business and not

to submit any user materials that (i) may constitute or contribute to a crime or tort, (ii) contain any information or content that is illegal, fraudulent or deceptive, (iii) contain any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships, or (iv) contain any information or content that you know is not accurate, complete, current or is otherwise designed to mislead, defraud or deceive us or any third party. If any information you provide is untrue, inaccurate, not current, or incomplete, Payvus has the right to terminate your application(s) for Payvus products or services and/or to decline to provide any future access to the Site, and close your account.

- B. No Guarantee of Products or Services. Use of the Site and the submission of any user materials completed by you or otherwise submitted through the Site do not qualify you for or guarantee that you will receive any requested Payvus products or services or create any guarantee or commitment on behalf of Payvus. Your eligibility for Payvus products and services will be determined according to and consistent with the terms, conditions, and other criteria applicable to the products and services in question.

5. Intellectual Property

You acknowledge and agree that content, including, without limitation, text, software, music, sound, photographs, video, graphics, images, logos, button icons, editorial content, notices, software (including, without limitation, HTML-based computer programs), other material contained in sponsor advertisements, and other information or materials presented to you through the Site ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. The Content belongs to Payvus or to others as indicated. You are only permitted to use this Content as expressly authorized by Payvus or the Site, and you may not copy, reproduce, distribute, display, download, license, modify, adapt, edit, publish, perform, repost, reuse, sell, supplement, transmit, create derivative works or otherwise use the Content for public or commercial purposes without our express authorization. Your right to use the Site is personal to you. Use of the Content other than as expressly permitted by these Terms of Service is strictly prohibited.

Digital Millennium Copyright Act - Copyright Infringement

Pursuant to Title II of the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on Payvus' system or network, should be promptly sent in the form of written communication to Payvus' Designated Agent.

All claims must include the following information: A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- A. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;

- B. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- C. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- D. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- E. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

6. Compliance with Laws

You represent and warrant that: (i) you have complied and will continue to comply with all applicable laws (including, without limitation, any and all relevant data protection or privacy laws Data Protection Laws) in your use of the Site, (ii) to the extent you share with us disclose any personal data of any third party for any purpose, you have the authority and written consent from such third party to provide us with such information and allow us to use such information for the purposes permitted in our Privacy Policy, and (iii) all information you furnish in connection with your use of the Site is accurate, complete and current to the best of your knowledge and belief and meets all requirements of all applicable laws.

If any terms or conditions in these Terms of Service change due to applicable law or is declared invalid by order of a court, the remaining terms of these Terms of Service will not be affected, and these Terms of Service will be interpreted as if the invalid terms had not been placed in these Terms of Service. The headings in these Terms of Service are intended only to help organize these Terms of Service.

7. Consent to Monitoring and Disclosure

Payvus is under no obligation to monitor the information transmitted to this Site. However, anyone accessing this Site agrees that Payvus may monitor the Site to: (1) comply with any necessary laws, regulations or governmental requests; (2) to, in its sole discretion, operate the Site in a manner it deems proper or to protect against conduct it deems inappropriate. Payvus shall have the right but not the obligation, to reject or eliminate any information on or transmitted to the Site that it, in its sole discretion, believes is unacceptable or inconsistent with these Terms of Service.

In the event Payvus receives information or materials through the Site, including but not limited to feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, such information or material shall be deemed to be nonconfidential and Payvus assumes no obligation to protect same from disclosure. The submission of information or materials to Payvus shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by Payvus for any purpose whatever. In addition, you grant Payvus the right, in any form now or hereafter known, to reproduce, use, disclose, distribute, transmit, create

derivative works from, and publicly display and perform, any information or materials you submit to through any Site.

8. Indemnification

You will indemnify, hold harmless and reimburse Payvus and its agents, licensors, suppliers, contractors and third-party providers, and their respective employees, members, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, settlements, costs or debt, and expenses (including, without limitation, court costs and reasonable attorneys' fees) caused by or arising from: (i) your or your agents' use of and access to the Site (by your or any other person or entity accessing the Site using your username and password), and any data or content, including, without limitation, any user materials, transmitted or received by you; (ii) any and all actual or alleged injury to any person (including death) or property to the extent caused in whole or in part by your negligence; (iii) your violation of any term of these Terms of Service, including, without limitation, your breach of any of the representations and warranties above; (iv) your violation of any third-party right, including, without limitation, any right of privacy, right of publicity or intellectual property rights; (v) your violation of any applicable law; (vi) any claims or damages that arise as a result of any of your user materials; or (vii) any other party's access and use of the Site with your unique username, password or other appropriate security code; (vi) the negligence or willful misconduct of you or your agents.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE DISCLAIMERS OF WARRANTY AND OTHER DISCLAIMERS IN THESE TERMS OF SERVICE. IN NO EVENT SHALL PAYVUS OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER; INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, OR PROFITS, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS, ARISING OUT OF OR IN CONNECTION WITH THE SITE, OR THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SITE. UNDER NO CIRCUMSTANCES WILL PAYVUS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

ALTHOUGH PAYVUS BELIEVES THE CONTENT TO BE ACCURATE, COMPLETE, AND CURRENT, PAYVUS MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR CURRENCY OF THE CONTENT. IT IS YOUR RESPONSIBILITY TO VERIFY ANY INFORMATION BEFORE RELYING ON IT. THE CONTENT OF THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. FROM TIME TO TIME, CHANGES ARE MADE TO THE CONTENT HEREIN. PAYVUS MAY MAKE CHANGES IN THE PRODUCTS AND/OR THE SERVICES DESCRIBED HEREIN AT ANY TIME.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAYVUS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE; (C) ANY

UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONALLY IDENTIFIABLE INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PAYVUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. FURTHER, NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO LIMIT OR DISCLAIM PAYVUS' OBLIGATIONS UNDER THE GRAMM-LEACH-BLILEY ACT ("GLBA") AND TO THE EXTENT ANY PROVISION OF THESE TERMS OF SERVICE ARE FOUND TO BE PROHIBITED BY, INVALID OR UNENFORCEABLE UNDER THE GLBA, THAT PROVISION WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE AND THE OTHER PROVISIONS OF THESE TERMS OF SERVICE WILL REMAIN IN FORCE.

IF THESE LIMITATIONS OR EXCLUSIONS ARE HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE MAXIMUM COLLECTIVE LIABILITY OF PAYVUS, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED \$500. IN NO EVENT SHALL PAYVUS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES GREATER THAN THE AMOUNT REFERRED TO ABOVE.

10. Warranty Disclaimer

YOU EXPRESSLY AGREE THAT ACCESS AND USE OF THE SITE (INCLUDING ANY INFORMATION OR MATERIALS THEREIN) IS PROVIDED ON AN 'AS IS' BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAYVUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PAYVUS MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, AVAILABLE AT A PARTICULAR TIME OR LOCATION, SECURE, OR ERROR FREE; NOR DOES PAYVUS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR AS TO THE TIMELINESS, ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, OR THAT DEFECTS OR ERRORS IN THE SOFTWARE USED ON THE SITE, WILL BE CORRECTED, OR THAT THE SITE WILL MEET YOUR REQUIREMENTS.

PAYVUS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SITE (OR ANY INFORMATION OR SOFTWARE CONTAINED THEREIN) IS FREE OF VIRUSES, WORMS, TROJAN HORSES, HARMFUL COMPONENTS, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA OR CONTENT THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SITE.

PAYVUS MAKES NO WARRANTY REGARDING ANY SERVICES OBTAINED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE.

PAYVUS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

PAYVUS DOES NOT WARRANT OR GUARANTEE THAT YOU WILL RECEIVE ANY PRODUCTS OR SERVICES, INCLUDING, ANY CREDIT OR BANKING PRODUCT THROUGH THE SITE, OR ANY SPECIFIC MONETARY AMOUNTS, AND PAYVUS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LACK OF SUCCESS OF ANY APPLICATION BY YOU FOR ANY CREDIT OR CREDIT PRODUCT. PAYVUS EXPRESSLY DISCLAIMS LIABILITY OR RESPONSIBILITY FOR THE SUCCESS OF ANY APPLICATION BY YOU FOR ANY CREDIT OR CREDIT PRODUCT.

NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

NO ADVICE OR INFORMATION GIVEN BY PAYVUS, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. NEITHER PAYVUS NOR ITS AFFILIATES WARRANT THAT THE INFORMATION OR MATERIALS ON, OR ACCESS TO, ANY SITE WILL BE WITHOUT INTERRUPTION OR ERROR FREE.

11. Endorsements and Linked Sites

Some of the sites listed as links herein are not under the control of Payvus. Accordingly, Payvus makes no representations whatsoever concerning the content of those sites. The fact that Payvus has provided a link to a site is NOT an endorsement, authorization, sponsorship, or affiliation by Payvus with respect to such site, its owners, or its providers. Payvus is providing these links only as a convenience to you. Payvus has not tested any information, software, or products found on these sites and therefore cannot make any representations whatsoever with respect thereto. There are risks in using any information, software, or products found on the Internet; and Payvus cautions you to make sure that you completely understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. By linking to those sites, you understand and agree to the terms and conditions of

such site.

12. Security

You agree that you will comply with any security processes and procedures (such as passwords) specified by Payvus with respect to access to or use of the Site. Further, you agree not to access or attempt to access any areas of or through a Site which are not intended for general public access, unless you have been provided with explicit written authorization to do so by Payvus.

You acknowledge that you are under no obligation to use the Site, and that you provide any personal or sensitive information in order to use the Site at your own risk.

We do not tolerate fraud and reserve the right to take all reasonable measures to detect and prevent it. Any information obtained by monitoring, viewing, or recording may be subject to review by law-enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. We will also comply with all court orders involving requests for such information. Actual or attempted fraud or other unauthorized use of the Site may result in criminal and/or civil prosecution and immediate termination of your right to use the Site. Use of your unique login information is required to access the Site. You acknowledge that your login information is unique and must be kept private and confidential to protect the security of your Account. You agree not to give or make available your login information to any unauthorized individual. If you believe your login information has been compromised, lost or stolen, someone has attempted to use your login, or your Account has been accessed by someone other than yourself, you must notify Payvus immediately (using the contact information below). If you lose or forget your login information contact Payvus

13. Changes and Other Terms

Payvus has the right to make changes and updates to any information contained within this site without prior notice. Payvus reserves the right to change any of the Terms of Service without prior notice. Access to particular areas on the Site may be subject to additional or different terms and conditions, as specified by Payvus from time to time.

14. Termination

You agree that Payvus may terminate your password(s), account(s) or use of the Site at Payvus's discretion for any reason, including but not limited to, your violation of these Terms of Service. We may at any time, with or without cause, and without prior notice to you, deny you access to the Site. We may terminate these Terms of Service and your access to the Site in whole or in part at any time without prior notice to you. In the event we terminate these Terms of Service, any applications you have completed and submitted will continue to be evaluated, and any existing transactions you have entered into with us shall remain in effect. Payvus also reserves any and all remedies at law or equity in connection with violation of these Terms of Service.

15. Information Provided by You

Any information provided by you to Payvus, including but not limited to feedback, data, questions, comments, suggestions, or the like, shall be deemed to be non-confidential. Payvus shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. Additionally, Payvus shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products incorporating such information.

16. Notices & Consent Regarding Electronic Delivery of Payvus Site Terms of Service

All notices to a party shall be in writing and shall be made either via email or conventional mail. In addition, Payvus may post notices or links to notices through the Site to inform you of changes to the Terms of Service, our products and services, or other matters of importance.

Please carefully review the following information regarding the electronic delivery of the Terms of Service. By consenting to the electronic delivery of the Terms of Service, you agree that we may provide you, in an electronic format, all disclosures, notices, communications, terms and conditions and amendments thereof related to these Terms of Service or the Site.

- A. Electronic Delivery of The Terms Of Service (E-Disclosures)
 - i. We post the most current Terms of Service on the Site.
 - ii. We may also send you an email and/or secure message through the Site that tells you where disclosures can be viewed on the Site.
 - iii. You may download or print electronic notices and disclosures from your computer or mobile device if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

- B. Paper Copy of The Terms of Service. You may also request a paper copy of the Terms of Service, at no cost to you, by writing us at Payvus LLC, 855 Boylston Street, Boston MA 02116 or by calling us at (617) 399-2400.

- C. Your consent to receive electronic disclosures applies to the Site only.

17. Concurrent Agreements

These Terms of Service are supplement(s) to and do not supersede any other agreements that you have with the issuing bank for your Account or Payvus.

18. General

- A. Entire Agreement. These Terms of Service, together with all agreements incorporated by reference, any and all amendments and any and all additional written agreements you may enter into with Payvus in connection with the Site, shall constitute the entire agreement between you and Payvus concerning the Site and supersedes all prior agreements between the parties regarding the subject matter contained herein.

- B. Assignment. Payvus expressly reserves the right to assign and transfer these Terms of Service, and its rights and obligations under these Terms of Service, in part or as a whole, without restriction, including, without limitation, to another legal entity as part of any sale or merger of all or part of Payvus LLC or its affiliates with a separate legal entity. You may not transfer these Terms of Service, or your rights or obligations under these Terms of Service to any person or entity without our prior written approval.
- C. Governing Law. These Terms of Service shall be governed by the laws of the State of New Jersey, without regard to its conflict of law provisions.
- D. No Waiver. Payvus shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Payvus. No delay or omission on the part of Payvus in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- E. Severability. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.
- F. Limitations on Claims and Actions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms of Service must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.
- G. Force Majeure. In no event shall we be liable for damages caused by third parties not under our control or by other causes beyond our reasonable control, including, without limitation, damages caused by third party telecommunications service providers.
- H. Construction; Interpretation. The section titles in these Terms of Service are for convenience only and have no legal effect.
- I. No Third-Party Beneficiaries. The provisions of these Terms of Service apply for the benefit of Payvus only. Payvus has the right to assert and enforce those provisions directly against you on its own behalf.

If you have any questions regarding these Terms of Service or need assistance with the Site or your Payvus Account, you can contact Customer Support at (617) 399-2400 or by mail at 855 Boylston Street, Boston MA 02116.

This disclosure is effective as of July 15, 2024 and is subject to change after the date listed.

The Payvus credit card program is issued and administered by Cross River Bank, Member FDIC, pursuant to a license from Visa®. Any Payvus Account shall be governed by the laws of the State of New Jersey. Visa is a registered trademark of Visa.

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