

PAYJUNCTION WEBSITE AND CHROME EXTENSION - TERMS OF USE

NOTICE: You are accessing an internet website (e.g., www.payjunction.com) (the “Website”) and/or No-code Payments Integration Chrome Extension (the “Extension”) operated by Messiahic, Inc., d/b/a PayJunction (“PayJunction”). PayJunction and some providers not affiliated with PayJunction (“Information Providers”) prepare or provide the information, materials, products and services available or described on the Website and the Extension. These Terms of Use govern your access to and use of the Website and Extension, including any information, functionality, products and services provided on or through the Website and the Extension (“Services”).

PLEASE READ THESE TERMS OF USE OF THE WEBSITE AND THE EXTENSION CAREFULLY. BY ACCESSING THE WEBSITE OR THE EXTENSION AND USING ANY OF THE SERVICES, YOU AGREE THAT YOU ARE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OF USE, OR ARE UNDER 13 YEARS OF AGE, PLEASE EXIT THE WEBSITE OR THE EXTENSION IMMEDIATELY.

If you access the Website or the Extension from outside of the United States, you are responsible for compliance with local, national and international laws. The Website and the Extension are not intended for use or access by any person or entity in any jurisdiction where such use or access is contrary to local law or regulation.

INTELLECTUAL PROPERTY

All trademarks, service marks, trade names, trade dress and related intellectual property rights in the Services are proprietary to PayJunction or its licensors or licensees. You may not use, reproduce or display any of the PayJunction trademarks without PayJunction’s prior written consent.

The information and material on the pages of the Website and in the Extension and the arrangement of the information and material are owned and controlled by PayJunction unless otherwise indicated and are protected by intellectual property laws, including the applicable laws of the United States of America. When you agree to these Terms of Use, you are authorized to view the contents of the Website and the Extension for your informational purposes only. You agree that you do not acquire any ownership rights in the copyrighted or trademarked material you access or download. You may not copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works from or republish in any form all or any part of the Website or the Extension for any commercial or public purpose without the prior written consent of PayJunction.

LINKS

The Website may contain links to web sites controlled or offered by a third party not affiliated with PayJunction (“Third Party Site”). PAYJUNCTION DISCLAIMS ALL LIABILITY FOR ANY INFORMATION, AND THE MATERIALS, PRODUCTS OR SERVICES AVAILABLE, LISTED OR OFFERED AT ANY THIRD PARTY SITE. By creating a link to a Third Party

Site, PayJunction does not thereby recommend or endorse any product or service offered on or through such site. PayJunction is not responsible or liable for any failure of or defect in any product or service offered or advertised on or available through a Third Party Site. PayJunction makes no warranty of any kind, express, implied or statutory, respecting any information, material, product or service provided on or through a Third Party Site, including but not limited to the accuracy, completeness or timeliness of any such information or material, the non-infringement of the rights of others, the freedom from computer virus or other harmful effects and the merchantability or fitness for a particular purpose of any such product or service. The privacy policies of third parties not affiliated with PayJunction may differ from the PayJunction Privacy Policy and third parties may provide less security on their sites than does PayJunction.

INFORMATION PROVIDED

You may be requested to provide information through the Website or the Extension to enable PayJunction to provide Services to you, among other reasons. If you respond to a request for information, you agree that the information you provide will be accurate, complete and current. PayJunction may use the information you provide to provide or offer you products and services consistent with the PayJunction Privacy Policy.

SITE MONITORING

You acknowledge that, for your protection and the protection of PayJunction, all activity on the Website and the Extension may be monitored and recorded in accordance with PayJunction's Privacy Policy, which is incorporated herein by reference and can be found on the Website.

APPROPRIATE USE

By accessing the Website or the Extension or using the Services, you agree that you have an obligation of appropriate use and conduct that includes not causing an unreasonable processing load on the Services or systems, and not introducing any virus, worm, Trojan horse or other material that may harm or disrupt the Services or systems. Unauthorized use of the Website or the Extension, including but not limited to unauthorized entry into any PayJunction system, unauthorized use of any Service, or the misuse of any password or any information or material appearing on the Website or the Extension is strictly prohibited. Further, users of the Website or the Extension shall not disrupt or cause harm to, or attempt to disrupt or cause harm to, the Website or the Extension (or to any Services) through the introduction of harmful or invasive files or programs, including any virus, spyware, or code.

DISCLAIMERS

The content on the Website or the Extension is not intended as an offer for any particular product or service. Services are subject to the terms and conditions of the applicable agreement for each such Service, and such terms shall control to the extent that there is an inconsistency with these Terms of Use.

Not all Services may be available to all PayJunction customers. Eligibility for a particular Service is subject to final determination by PayJunction.

The information and materials available on the Website and the Extension produced by PayJunction or any Information Provider are intended for general use or education and are derived or produced from sources believed by PayJunction to be reliable and accurate when produced. However, PayJunction does not warrant the accuracy, completeness or timeliness of any such information or material or the appropriateness of the information or material for use by you. PayJunction expressly disclaims all liability for errors or omissions in this information and material. No warranty of any kind, express, implied or statutory, including but not limited to the warranty of merchantability or fitness for a particular purpose, is given in conjunction with this information and material or a Service, except as PayJunction may otherwise expressly agree in writing.

You acknowledge that neither PayJunction nor any of its employees, agents, Information Providers or licensors warrant that the Services or that the Website or the Extension themselves will be uninterrupted, error free or free from computer virus.

Unless otherwise stated, opinions expressed or recommendations made on the Website are the opinions or recommendations of the authors and are not, necessarily, the opinions or recommendations of PayJunction.

System response times may vary due to system performance and other factors, and access to the Website or the Extension may be unavailable or limited for various reasons for which PayJunction shall not be held responsible.

LIMITATION OF LIABILITY

EXCEPT AS PAYJUNCTION MAY OTHERWISE AGREE IN WRITING OR AS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT PAYJUNCTION IS NOT LIABLE FOR ANY LOSS, COST, LIABILITY OR EXPENSE ARISING BY REASON OF OR IN ANY WAY RELATED TO YOUR ACCESS TO OR USE OF ANY SERVICE, THE INFORMATION AND MATERIALS AVAILABLE ON THE WEBSITE OR THE EXTENSION, THE WEBSITE OR THE EXTENSION THEMSELVES, THE USE OF INTERNET BROWSER SOFTWARE OR ANY COMPUTER VIRUS THAT MAY AFFECT YOUR COMPUTER SYSTEM BY REASON OF YOUR ACCESS TO THE WEBSITE OR THE EXTENSION (PROVIDED THAT PAYJUNCTION SHALL HAVE TAKEN REASONABLE PRECAUTION TO PROTECT AGAINST SUCH A VIRUS). IN NO EVENT WILL PAYJUNCTION BE LIABLE OR RESPONSIBLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF PAYJUNCTION HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

INDEMNIFICATION

If you use the Website or the Extension to access data or information of which you are not the owner or authorized user as reflected in PayJunction's systems, you shall indemnify, defend, and hold harmless PayJunction and all of its direct and indirect subsidiaries and affiliates, officers, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages, and all related costs and expenses, arising from, relating to, or resulting (directly or indirectly) from such access. Further, in the event of any actual or reasonably suspected unauthorized access to data or information, you shall be responsible for the cost and expenses of investigation and analysis (including by law firms and forensic firms), correction or restoration of any destroyed, lost or altered data, notification to affected customers, offering and providing of credit monitoring, customer service, or other remediation services, and any related cost. PayJunction's rights to indemnity under this section are in addition to all other rights and remedies available at law or in equity. Any exercise by PayJunction of its rights to indemnification shall be without prejudice to such other rights and remedies. You manifest your assent to this indemnity by accessing account data through the Website or the Extension, notwithstanding the terms of any agreement you have stating otherwise.

MODIFICATIONS

PayJunction reserves the right to change these Terms of Use in whole or in part at any time without prior notice except as otherwise required by law or as otherwise agreed in writing. The current version of these Terms of Use are available to you on the Website. If you find these Terms of Use, or any of them, unacceptable to you at any time, you shall discontinue your use of the Website or the Extension. By continuing to access or use of the Website or the Extension after the date of any change in the Terms of Use, you agree to the then current Terms of Use, and not any older cached version.

PayJunction reserves the right to modify or terminate the Website, the Extension, any Service, any Link provided by or to the Website and your access to the Website or the Extension, in whole or in part, at any time without notice.

GOVERNING LAW

These Terms of Use are governed by applicable federal law and the law of the State of California, without regard to its conflict of law provisions, unless otherwise indicated. You agree that if you access the Website or the Extension in a jurisdiction where PayJunction does not have an office PayJunction is not subject to the jurisdiction of the courts in that place by reason of that access and PayJunction does not consent to such jurisdiction. The Terms of Use are subject to any other agreement you have entered into with PayJunction.

You agree not to attempt to log on to the Website or the Extension from any country under sanctions by the Office of Foreign Assets Control ("OFAC"). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Website or the Extension from one of these countries may result in your access being restricted and/or terminated.