

TERMS OF USE FOR GLOBAL PAYMENTS MERCHANT PORTAL

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In accordance with the Privacy Policy and the terms of your Agreement, you consent to our collection, use and disclosure of information associated with the Services to the processing of your data, and the transfer of your data as determined by Global Payments to provide the Services.

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LIMITATION OF LIABILITY

YOU AGREE THAT GLOBAL PAYMENTS AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") ARE NOT LIABLE TO YOU OR ANY THIRD PERSON FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE SERVICES OR CONTENT OR USE THEREOF OR INABILITY TO USE OF ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSIONS, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, UNAUTHORIZED ACCESS TO YOUR ACCOUNT INFORMATION AND ANY MISUSE OF SUCH INFORMATION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF GLOBAL PAYMENTS, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE (COLLECTIVELY, THE "RELEASED MATTERS"). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GLOBAL PAYMENTS' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$1000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MIGHT NOT APPLY TO YOU.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

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You hereby waive any and all rights you have or may have under California Civil Code Section 1542, and/or any similar provision of law or successor statute to it, with respect to the Released Matters. In connection with this waiver and release, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true. Nevertheless, you intend by this Agreement to release fully, finally and forever all Released Matters under this Agreement. In furtherance of such intention, the releases set forth in this Agreement shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claims or facts relevant hereto.

ADDITIONAL TERMS

These Terms of Use are in addition to the terms and conditions set forth in your Card Processing Agreement with Global Payments. Certain sections or pages on this site may contain separate terms and conditions, which are in addition to these Terms of Use.

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TERMINATION

You understand and agree that Global Payments may, in its sole discretion and at any time, terminate your account or use of the Services, and/or prohibit you from accessing the Services, in whole or in part, for any reason or no reason at all, at any time in its sole discretion, with or without notice. You understand and agree that Global Payments may take any one or more of these actions without prior notice to you. Should Global Payments take any of these actions, it may, in its sole discretion, immediately deactivate and/or delete any or all information about and concerning your account. You understand and agree that Global Payments shall not have any liability to you or any other person for any termination of your access to the Services and/or the removal of information concerning your account. Global Payments will determine your compliance with this Agreement in its sole discretion and its decision shall be final and binding and not subject to challenge or appeal. Any violation of this Agreement may result in restrictions on your access to all or part of the Services and may be referred to law enforcement authorities. No changes to or waiver of any part of this Agreement shall be of any force or effect unless formally posted or made in writing and signed by a duly authorized officer of Global Payments. Upon demand by Global Payments, you must destroy all materials obtained from the Services and all related documentation and all copies and installations thereof.

INDEMNIFICATION

BY USING THE SERVICES YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THESE TERMS OF USE OR ANY LAW; YOUR USE OF THIS SERVICES AND/OR THE CONTENT IN VIOLATION OF THESE TERMS OF USE; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR GLOBALPAYMENTS' USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN GLOBAL PAYMENTS' DEFENSE OF ANY CLAIM. GLOBAL PAYMENTS RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF GLOBAL PAYMENTS.

GOVERNING LAW

Use of the Services shall be governed by all applicable Federal laws of the United States of America and the laws of the State of Georgia, USA. Users of the Services hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Atlanta, Georgia, USA in all disputes (a) arising out of or relating to the Services and/or these Terms of Use, (b) in which the Services or these Terms of Use are an issue of fact, or (c) in which the Services and/or these Terms of Use are referenced in such dispute.

GENERAL

Use of the Services is unauthorized in (a) any manner that does not give full effect to all provisions of these Terms of Use and (b) any jurisdiction where the use of the Services may violate any legal requirements.

No joint venture, partnership, employment or agency relationship exists as a result of these Terms of Use or your use of the Services.

These Terms of Use constitute the entire agreement between you and Global Payments with respect to the Services and supersede any prior or contemporaneous communications and proposals, whether electronic, oral, or otherwise between you and Global Payments with respect to the Services. No modification of these Terms of Use shall be effective unless agreed to in writing by an authorized officer of Global Payments. Any alleged waiver of any breach of these Terms of Use shall not be deemed to be a waiver of any future breach. Should any term of this Terms of use be declared void or unenforceable by a court of competent jurisdiction, such declaration shall have no effect on the remaining terms of this Terms of Use.

CONTACTING US

If you have any questions about these Terms of Use, please contact us at: request.info@globalpay.com.