

PLEASE READ THE FOLLOWING TERMS OF USE RELATING TO YOUR USE OF THIS SITE CAREFULLY.

By using this site, [www.mypaymentsinsider.com](http://www.mypaymentsinsider.com) ("Site"), you are deemed to have agreed to these terms of use ("Terms"). We reserve the right to modify them at any time. You should check these Terms periodically for changes. By using this Site after we post any changes to these Terms, you agree to accept those changes, whether or not you have reviewed them. We will post a notice here when we make material changes to these Terms. If at any time you choose not to accept these Terms please do not use this Site.

## **Scope of Terms**

These Terms apply to your use of this Site and the products, materials and/or services provided to you on or through the Site by Elavon, Inc. a Georgia corporation (hereafter "Elavon", "We" or "Us"). Additional or different terms of use may apply in connection with separate Elavon products, materials or services ("Other Terms"). These Other Terms are incorporated into and made a part of these Terms and Conditions by reference. In the event Other Terms conflict with these Terms, the Other Terms shall control with respect to the subject matter to which such Other Terms apply.

## **Eligibility**

The Site is provided by Elavon and available only to entities and persons over the age of legal majority who can form legally binding agreements under applicable law. If you do not qualify, you are not permitted to use the Site. Access to and use of the Site may be prohibited in certain countries. The Site is considered to be a general audience site and is not intended for use by children.

## **Restrictions on Use of Materials**

The contents of this Site are protected by national and international copyright and trademark laws, and are the property of Elavon and any other owners. Unless we say otherwise, you may access the materials located within the Site only for your lawful, personal and non-commercial use. You may not change or delete any trademark, legend or copyright notice. You may not modify, copy, publish, display, transmit, adapt or in any way exploit the content of the Site. You must follow and observe all additional copyright notices or other restrictions contained in any parts of the Site. Any unauthorized use by you of the contents of this Site may subject you to civil and criminal penalties.

## **Linking to the Site**

You may link only to the homepage of the Site. Links to other pages of the Site may only be established after obtaining our written permission.

We grant you a limited, non-exclusive, non-transferable, revocable, royalty-free license to use our service mark and Internet icon(s) (consisting of the Elavon logo, picture, link or similar mark

or depiction), if available, for the sole purpose of serving as a link from your web site to the Site. You may not use our trademarks or service marks for any other purpose.

If you link to the Site you agree not to:

- create frames around the Site or otherwise alter the visual presentation of the Site;
- imply that we are endorsing you or your products and services;
- imply an affiliation between you and us without our prior written consent;
- present false or misleading impressions about our products and services; or
- include materials that may be interpreted as distasteful or offensive.

You agree to remove any links you have to the Site upon our request.

## **Links on our Site**

These Terms apply only to the Site, and not to the sites of any other companies or organizations, including those to which the Site may link. We are not responsible for the availability of any other site to which the Site links. We do not endorse or take responsibility for the content, advertising, products or other materials made available through any other site. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site. You should direct any concerns to those sites' administrators or webmasters.

## **Passwords**

You are responsible for maintaining the confidentiality of your user ID and password, if any. You agree to notify us as soon as you discover any unauthorized use of your user ID or password.

## **Viruses**

It is your responsibility to use virus-checking software on any material downloaded from the Site and to ensure the compatibility of such software with your equipment.

## **Cookies**

You may have access to restricted or password-protected areas of the Site. If you do, we may use cookies. "Cookies" are small text files that are either used for the duration of a session ('session cookies'), or saved on a user's hard drive in order to identify that user the next time he/she logs on to a website ('persistent cookies'). We may use 'session cookies' to identify registered users logging in to the restricted areas of the Site. These cookies are deleted from the component's server soon after the session ends and are not collected or saved. We may also use 'persistent cookies' when a registered user clicks on the "save password" check box on login. Most web browsers automatically accept cookies, but you can usually change your browser to prevent that. If you disable cookies in your browser, you may not be able to access certain sections of the Site.

## **Disclaimers**

THE SERVICES AND MATERIALS ON THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NEITHER ELAVON NOR ANY OF ITS RESPECTIVE LICENSORS, AFFILIATES, OR SUPPLIERS WARRANTS THAT ANY FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ELAVON OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER ELAVON NOR ANY OF ITS RESPECTIVE LICENSORS OR SUPPLIERS WARRANTS OR MAKES ANY REPRESENTATIONS REGARDING THE CONTENT OF THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, AVAILABILITY OR OTHERWISE.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL ELAVON OR ANY OF ITS RESPECTIVE LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU BY ELAVON OR ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.00.

## **Indemnity**

You agree to defend, indemnify and hold harmless Elavon, its representatives, officers, directors, and employees from all liabilities, claims, costs, and expenses, including attorneys fees, that arise with your use of the Site, transmission of all communications on the Site or from your violation of applicable law.

## **Trademarks**

elavon.com, elavon.com/acquiring, our logos, and product and service names are registered trademarks or service marks ("Site Marks"). You agree not to display or use in any manner the Site Marks without our prior written permission.

## **Privacy Policy**

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. Please read our Privacy Policy available from the Support Center's legal section on <https://www.mypaymentsinsider.com>. The Privacy Policy governs the use of personally identifiable information provided by you on or through the Site. By submitting any personally identifiable information (relating to yourself or others) to the Site, you represent and warrant that (i) you have the necessary approvals and permissions to provide such personally identifiable information, and (ii) collection, use and disclosure of the personally identifiable information in accordance with the Privacy Policy does not violate any laws or any third party rights.

## **Governing Law**

These Terms will be governed by and construed in accordance with the laws of the State of Georgia and the United States of America, excluding all conflict of laws rules. Except as provided in the Injunctive Relief section, you agree that any action related to or arising out of these Terms will be filed only in the courts of the state of Georgia, USA and you consent to the jurisdiction of those courts.

## **Injunctive Relief**

In the event you breach or threaten to breach these Terms, you acknowledge and agree that Elavon may be greatly and irreparably harmed and the damage will be difficult to quantify. Therefore, we may apply to any court of competent jurisdiction accepting jurisdiction under this specific provision, which regardless of the Governing Law provision, will apply the laws of its own jurisdiction in determining whether we will be granted injunctive or other equitable relief to stop your breach or your threat of breach, without impairing, invalidating, negating or voiding our rights to relief either in law or equity.

## **Termination /Access Restriction**

Elavon reserves the right, in its sole discretion, to terminate or refuse access to any or all of the Site and the related products, materials, and/or services at any time, without notice and for any reason.

## **Miscellaneous**

If any provision of these Terms is held to be unenforceable, this will not affect the validity of the other provisions. These Terms constitute the complete and exclusive statement of the terms, conditions and representations of the agreement between us with respect to the Site and the

information contained therein, and, except as otherwise provided herein, supersede all other agreements with respect to the subject matter hereof.

These Terms are for the benefit of Elavon, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

These Terms may be modified only by our posting of changes to these Terms or by a writing signed by both parties. Any inquiries concerning these Terms should be directed to [webmaster@elavon.com](mailto:webmaster@elavon.com).