

Website Privacy Policy and Terms of Use

Mailing address:

Choice Payment Services, Inc.

Attn: Chief Compliance Officer

PO Box 97436

Las Vegas, NV 89193

This statement discloses the privacy practices for Choice Payment Services, Inc.

What information we collect:

Choice Payment Services, Inc. asks you for information when you register as an End User; contract for our services; download white papers, survey materials, and messaging templates. We use the information we gather to improve the user experience on our site, identify frequent visitors and for the following purposes:

- To provide product, fulfill an order, or complete a transaction
- To ensure that the products you purchase are up to date and operating correctly, and to provide the appropriate level of support

In addition, we may use your information to improve the content of our Web site, products, and services; to alert you to product upgrades, updates, and renewal information regarding your product; and to share special offers, product announcements, and other new services from Choice Payment Services, Inc.. When you register or make a purchase, we offer you the opportunity to opt into or out of these uses of your information. If you do not choose to opt out initially, you may still block future contact of this type by simply following the unsubscribe instructions that accompany all such communications, or by contacting us at the above address.

We e-mail service notifications to inform you about the status of your service orders or accounts, and to provide updates and technical notices. These messages are essential to maintain your subscription and the functionality of our services, so there is no opt-out available for service notifications, and these messages cannot be blocked.

Who we share it with:

We may share the information you provide with our business partners who act on our behalf for the uses described above.

How we offer our customers a choice:

If you do not want Choice Payment Services, Inc. to contact you or your company for marketing purposes by e-mail, postal mail, fax and/or phone, you may opt out by contacting our customer service, by sending e-mail, or writing to us at the above address.

Please note that we do not allow our customers to opt out of contact that is required for the functionality of our products and services.

Security of your information:

Choice Payment Services, Inc. uses state-of-the-art security technology to protect our customer data. Access to customer information is restricted to authorized personnel only. Credit card numbers are only used for payment processing and automatic renewals, where applicable, and are never retained for marketing or other purposes.

Terms of Use

Introduction and Scope

This document is an agreement between You and Choice Payment Services, Inc., Inc. ("Choice Payment Services, Inc.") that describes the terms of service ("TOS") for which You may use the services offered on the websites and web pages owned and operated by Choice Payment Services, Inc. or its subsidiaries (collectively, the "Choice Payment Services, Inc. Sites"). The services and information offered on some Choice Payment Services, Inc. Sites may be subject to additional terms and conditions described on the site or web pages for those services or information, and additional licensing terms may apply for software that are disclosed in an End-User License Agreement distributed with such software. YOU ACKNOWLEDGE AND AGREE THAT BY BROWSING OR USING THE SOFTWARE OR SERVICES OFFERED BY THE Choice Payment Services, Inc. SITES, YOU HAVE AGREED TO BE BOUND BY THESE TERMS OF SERVICE AND ANY ADDITIONAL TERMS THAT APPLY. Please note that Choice Payment Services, Inc. reserves the right to revise these site TOS at any time by posting an update to this page. Your continued use of the Choice Payment Services, Inc. Sites or Services following the posting of changes to these TOS will mean You accept those changes. Choice Payment Services, Inc. reserves the right, in its sole discretion, to determine if You have violated these site TOS, and to take any action it deems appropriate.

You acknowledge that Choice Payment Services, Inc. shall have the right to terminate Your access to the Choice Payment Services, Inc. Sites or Services for violations of any of these rules, including repeat infringement of copyrights.

The Choice Payment Services, Inc. Privacy Policy is incorporated by reference to this TOS.

Your Use and Conduct

Personal, Non-Commercial Use: The Choice Payment Services, Inc. Sites are made available for Your personal, non-commercial use only. Except as provided by specific terms governing a specific service, product, or information, You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any of the information, software, products, or services obtained from the Choice Payment Services, Inc. Sites.

No Unlawful or Prohibited Use: You agree that You will not use the Choice Payment Services, Inc. Sites or the information, products, or services available from them for, or to further, any unlawful purpose. Additionally, You will NOT:

1. Upload, post, email, transmit, or otherwise make available any content that:
 - a. Is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or harmful to another party;

- b. You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - c. Infringes any patent, trademark, trade secret, copyright, or other intellectual property right of another party;
 - d. Is unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, website links, or any other form of content for the purpose of solicitation;
 - e. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - f. Consists of forged or manipulated information that disguises the true origin of any content You provide; or
 - g. Impersonates another person or entity, including, but not limited to, a Choice Payment Services, Inc. employee, forum leader, guide or host, or falsely states or otherwise misrepresents Your affiliation with a person or entity.
2. Collect or store personal data about other users in connection with any prohibited conduct and activities;
3. Use the Choice Payment Services, Inc. Sites in any manner that could damage, disable, overburden, or impair any Choice Payment Services, Inc. server, or network(s) connections; disobey any requirements, procedures, policies, or regulations of networks connected to the Choice Payment Services, Inc. Sites; or interfere with any other party's use and enjoyment of the Choice Payment Services, Inc. Sites;
4. Attempt to gain unauthorized access to any Choice Payment Services, Inc. Site content, other accounts, computer systems, or networks connected to any Choice Payment Services, Inc. server through hacking, password mining, scraping, or by any other means to obtain any materials or information not intentionally made available on the Choice Payment Services, Inc. Sites;
5. Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law; or
6. Provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

Content

Choice Payment Services, Inc. Intellectual Property Rights: All content and services on the Choice Payment Services, Inc. Sites, including, but not limited to, trademarks and logos, designs, text, graphics, sounds, images, software, and other website materials (the Materials) are the intellectual property of Choice Payment Services, Inc., its licensors, or other vendors. The Materials are protected by United States and foreign intellectual property laws. Except as stated herein, none of the Materials may be copied, reproduced, or distributed in any form without the prior written permission of Choice Payment Services, Inc..

Choice Payment Services, Inc. Trademarks and Brands: Choice Payment Services, Inc., the Choice Payment Services logo, and other marks related to Choice Payment Services, Inc. products and services (Choice Payment Services, Inc. Marks) are the exclusive and valuable property of Choice Payment Services, Inc., its parent companies or its subsidiaries. The Choice Payment Services, Inc. Marks can only be reproduced or displayed with specific written permission from Choice Payment Services, Inc., and

only in accordance with Choice Payment Services, Inc. Trademark Policy and Guidelines.

Limited Copyright Permission: Subject to the terms of an applicable software or service license or other written agreement, Choice Payment Services, Inc. grants You permission under its copyrights to display, copy, or download the Materials from a Choice Payment Services, Inc. Site for personal, non-commercial and informational use only, provided that You DO NOT:

1. Modify the Materials;
2. Remove or alter any copyright or other proprietary notices contained in the Materials;
3. Frame or utilize framing techniques, to display the Materials at a domain not owned by Choice Payment Services, Inc.; or
4. Use any Choice Payment Services, Inc.-owned mark or product name as a meta-tag or other hidden text for search engines in a manner that does not inure benefit to Choice Payment Services, Inc..

Translations: Where Choice Payment Services, Inc. has provided a translation of the English-language version of a Choice Payment Services, Inc. Site, these TOS, or other Materials, You agree that: (a) the translations are only for Your convenience; (b) the English-language version governs Your use of the Materials provided by Choice Payment Services, Inc.; and (c) the English-language version shall take precedence in the event of a conflict between the English-language version and the translated version (except as prohibited by local law).

Digital Millennium Copyright Act (DMCA) Copyright Infringement Claims: Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Choice Payment Services, Inc. Designated Agent, in accordance with the procedure described in the Choice Payment Services, Inc. Sites Digital Millennium Copyright Act (DMCA) Notice and Procedure. INQUIRIES NOT COMPLIANT WITH THE PROCEDURE OUTLINED MAY NOT RECEIVE A RESPONSE.

Third-Party Content and Links: Certain Choice Payment Services, Inc. Sites may display content provided by third parties, links to third-party web pages, or both, including advertisements and solicitations to purchase their products or services. As consideration for Your convenience in making this third-party content available or accessible to You, You acknowledge that Choice Payment Services, Inc. is not responsible for the third-party content. You also agree that Choice Payment Services, Inc. IS NOT responsible or liable for any losses or damages You experience with any third-party content You chose to rely upon or advertisements You respond to, and that You must contact the third party directly for any remedies that may be available to You.

Choice Payment Services, Inc. Sites Disclaimers

NO WARRANTY: The Choice Payment Services, Inc. Sites and the information provided therein are for the convenience of users of the Choice Payment Services, Inc. Sites and for customers and potential customers of Choice Payment Services, Inc., its products, or its services. The information provided on the Choice Payment Services, Inc. Sites and the products and services described on the Choice Payment Services, Inc. Sites are subject to change without notice. Choice Payment Services, Inc. DOES NOT REPRESENT OR WARRANT THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OPERABILITY, OR AVAILABILITY OF ANY INFORMATION OR MATERIAL DISPLAYED OR DOWNLOADED FROM THE Choice Payment Services, Inc. SITES. EXCEPT AS PROVIDED BY THE TERMS OF AN APPLICABLE END-USER LICENSE AGREEMENT OR OTHER WRITTEN AGREEMENT SIGNED BY Choice Payment Services, Inc., THE Choice Payment Services, Inc. SITES, SERVICES, AND SOFTWARE ARE PROVIDED AS IS, WITH NO WARRANTY, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. Choice Payment Services, Inc. DISCLAIMS ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTIES

REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE Choice Payment Services, Inc. SITES AND SOFTWARE DOWNLOADED THEREFROM, INCLUDING INFORMATION OR ADVICE OBTAINED THROUGH THE Choice Payment Services, Inc. SITES, SERVICES, OR SOFTWARE. Choice Payment Services, Inc. DOES NOT WARRANT THAT THE Choice Payment Services, Inc. SITES, SOFTWARE, OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE Choice Payment Services, Inc. SITES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE WEBSITE, SERVICES, OR SOFTWARE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. IF YOUR USE OF THE WEBSITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACEMENT OF EQUIPMENT OR DATA, Choice Payment Services, Inc., ITS AFFILIATES, AND SUBSIDIARIES ARE NOT RESPONSIBLE FOR THOSE COSTS.

Additionally, Choice Payment Services, Inc. makes no claim that any of the content or software available from the Choice Payment Services, Inc. Sites can be lawfully viewed or downloaded outside of the United States. Access to portions of the Choice Payment Services, Inc. Sites may not be legal by certain persons or in certain countries. If You access the Website from outside of the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to You. You may also have other rights that vary from state to state and from jurisdiction to jurisdiction.

LIMITATION OF LIABILITY: Except as provided by an applicable End-User License Agreement or other written agreement signed by Choice Payment Services, Inc., UNDER NO CIRCUMSTANCES IS Choice Payment Services, Inc., ITS AFFILIATES, PARENT COMPANY, SUBSIDIARIES, OR LICENSORS LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL, OR SPECIAL DAMAGES WHETHER OR NOT FORSEEN, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) ON ACCOUNT OF YOUR USE, MISUSE, OR RELIANCE ON THE INFORMATION SERVICES OR SOFTWARE AVAILABLE ON THE Choice Payment Services, Inc. SITES. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ANY OTHER LEGAL THEORY EVEN IF Choice Payment Services, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

The above limitation applies to Your use, misuse, or reliance upon the Choice Payment Services, Inc. Sites, including, without limitation, damages You may incur because of third-party services or other services or goods received, such as third-party services or goods received by, advertised on, or linked to the Choice Payment Services, Inc. Sites.

Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to You.

General Provisions

Governing Law: These TOS and all claims related to them, their execution, or the performance of the parties under them, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or Your actual state or country of residence, and shall not be governed by the provisions of the United Nations Convention on Contracts for

the International Sale of Goods, the Brussels or Lugano Conventions, or the Rome or Rome 1 Conventions. If for any reason, a court of competent jurisdiction finds any provision or portion of these TOS to be unenforceable, the remainder of the TOS will continue in full force and effect.

Force Majeure: Under no circumstances shall Choice Payment Services, Inc., its affiliates, subsidiaries, or licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, loss of data, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air-conditioning.

Entire Agreement: Except as provided by an End-User License Agreement or other written agreement signed by Choice Payment Services, Inc., these TOS constitute the entire agreement between You and Choice Payment Services, Inc. with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.