

# TERMS OF USE

Updated 4-8-2021

## **Agreement and Acceptance of Terms**

This Terms of Use Agreement, along with any exhibits or amendments to this Agreement, (this “Agreement”) sets forth the terms and conditions under which FINSYNC, Inc. (“FINSYNC” or “Company”) offers you access and use of the FINSYNC suite of software-services, the “Service(s)”.

### **You understand that:**

By accepting this Agreement, or by using the Services provided by FINSYNC, you represent that you have the capacity to be and agree to be bound by this Agreement.

You may not use the Services and you may not accept this Agreement if you are not a legal age of at least 18 years.

You will not have access to the Service if you do not agree to all the terms of this Agreement and any future amendments.

## **Description of Service**

FINSYNC provides non-downloadable business management software applications and web-based applications that enable users to manage inventory and projects, perform customer relationship management, manage and calculate payment schedules, monitor and analyze transactions, expenses, account balances, and cash flow, prepare and generate budget and spending reports, generate invoices, manage accounts receivable and payable, and automate and prepare tax and loan-related forms and documents; additional services include non-downloadable software applications and web-based applications that enable users to make online bill payments, receive online payments, have payments routed through a lockbox; and, non-downloadable software applications and web-based applications that enable users to process payroll, which includes services for direct deposit and tax reporting and remittance. FINSYNC also provides non-downloadable software applications and web-based applications for use in managing and analyzing personal finances, applying for financing, daily monitoring of transactions and account balances, and cash flow, budget and spending reporting, creating financial plans, assessing and setting spending goals, and automating and preparing tax worksheets;

## **Cost of Service**

FINSYNC is not a free service. FINSYNC charges a monthly subscription fee based on the plan that you select; currently, the Payments plan is \$10 per month, the Payroll plan is \$40 per month, the Accounting + Cash Flow Management plan is \$55 per month, and the Complete plan is \$95 per month. Additional, per transaction fees include \$0.50 per ACH payment, \$1.00 per paper check, \$1.00 per lockbox transaction; and, for handling all payroll tax payments and payroll tax returns, FINSYNC charges \$4.00 per employee per pay run. Additional ancillary

service and exception charges will apply for items including but not limited to preparation of W2 forms for employees, handling multi-state reporting for payroll clients, and charges for banking exception transactions such as insufficient funds. Pricing discounts on certain charges may be offered from time to time and are considered temporary adjustments to standard prices, which will expire either on dates specified in the offer or other such later date as notified by FINSYNC through any of the means specified herein.

### **Registration Information**

In order to use the Services described in this Agreement, you will need to create a FINSYNC account. To establish an account you will need to provide personally identifiable information, such as: your name, email address, login information, password and contact information. Required registration information may change from time to time.

### **Electronic Correspondence**

By providing us with your email address, you agree to receive all required notices electronically, to that email address. It is your responsibility to provide us with advance notice if your email address has changed.

### **Provide Accurate and Up-to-Date Information**

You, the end user, agree to provide true, accurate, current and complete information about yourself and your financial accounts and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

### **Content You Provide.**

You are licensing to Company and its service providers (“Service Providers”) any information, data, passwords, materials or other content (collectively, “Content”) you provide through or to the Service. Company may use, modify, display, distribute and create new material using such Content to provide the Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit Company and Service Providers may use the Content for the purposes set out above.

### **Third Party Accounts.**

By using the Service, you authorize Company and Services Providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Company and Service Providers a limited power of attorney, and you hereby appoint Company and Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN COMPANY OR SERVICE PROVIDERS ACCESSES AND

RETRIEVES INFORMATION FROM THIRD PARTY SITES, COMPANY AND SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service.

### **Confidentiality**

You agree and understand that you are responsible for maintaining the confidentiality of your login information and password. You should also maintain appropriate antivirus and anti-malware software on your computer, so that your login information is not compromised through your own negligence. If you receive evidence that someone has committed fraud by stealing your login information you must contact us immediately at [support@finsync.com](mailto:support@finsync.com).

### **Other Obligations**

You agree that you will NOT do any of the following: (i) engage in behavior that will put your personal information at risk, such as leaving, transmitting, or publishing your login or passwords; (ii) use the Services or any of our accounts for illegal purposes, (iii) use the Services to transmit anything that is unlawful, libelous, intended to harass or violate the rights of another; (iv) resell or make any commercial use of the Services, as they are intended solely for your use and as an end user; (v) post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements; or (vi) transfer or resell the Services.

### **Proprietary Rights.**

FINSYNC owns all worldwide right, title and interest in and to the Service and the website, applications and software platform that FINSYNC uses to provide the Service (“FinSync IP”). This Agreement does not convey any proprietary interest in or to any FinSync IP or rights of entitlement to the use thereof except as expressly set forth herein. You acknowledge and agree that the fees paid pursuant to this Agreement apply only to the use of the Service by you. Any feedback, comments and suggestions you may provide for improvements to the Service (“Feedback”) is given entirely voluntary and FINSYNC will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. You are permitted to use content delivered to you through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Service technology, including but not limited to, any Java applets associated with the Service.

### **Consent to Recording**

You consent to the recording of any written correspondence and any or all telephone conversations between you, us and any of our Service Providers in connection with this Agreement or the Services and agree and understand that recordings may be submitted in evidence in any legal proceeding related to this Agreement. For compliance and regulatory purposes, we reserve the right to keep an audit trail of all correspondence.

## **DISCLAIMER OF WARRANTIES.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

COMPANY AND SERVICE PROVIDER MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR SERVICE PROVIDER THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **LIMITATION OF LIABILITY.**

YOU AGREE THAT NEITHER COMPANY OR SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE

OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

### **Governing Law and Venue**

This Agreement and any Services provided hereunder shall be interpreted and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of laws principles thereof. You irrevocably submit (for yourself and in respect of your property and business) to the jurisdiction of any state or federal court sitting in Cobb County, Georgia, in any action or proceeding arising out of, or relating to, this Agreement and acknowledge and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. You also agree not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. You waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

### **Change of Terms**

We may revise this Agreement at any time, and therefore we suggest that you check this Agreement from time to time. We may notify you of any changes at the email address associated with your account, and you agree to accept email communications, links to and/or our posting of any revised Terms of Use on our website, and you agree that any of these means of our communicating a change in the Terms of Use constitute adequate notice to you. Your continued use of the Service indicates your agreement to be bound by any such revisions.

### **Indemnification.**

You agree to indemnify, defend and hold us and any of our affiliates, licensors and agents, and all of their officers, directors, employees, agents, information providers and licensors harmless from and against any and all third-party claims, damages, liability and costs (including attorneys' fees and costs) incurred by and of these parties that arise out of or are caused by your use of the Services and/ or website, your violation of this Agreement, your infringement of any intellectual property rights (including without limitation relating to your secret image that you selected for authentication purposes), or violation by any user of your account.

### **Not a Legal, Tax, Financial or Business Advisor**

We help you get your personal and business finances in sync and we have built-in alerts that are triggered through rule-engines that may or may not always apply to your unique situation. You should consult with a legal, tax, financial or business advisor about any decisions that merit such consultation.

### **Assignment**

We have the right to assign or transfer this Agreement, in whole or in part, to any other entity without your consent, at any time during the term of this Agreement. You will be notified of any

such assignment or transfer. You have no right to assign or transfer this Agreement or your rights or obligations hereunder.

### **Entire Agreement**

The Agreement and any other documents referred to herein, represent the entire understanding between both you and us regarding the Services and the subject matter herof and supersedes any prior statements or representations.

### **Electronic Transmission**

This Agreement, and any amendments and exhibits hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person.

## **EXHIBIT A**

### **Online Bill Pay Terms of Use**

#### **Description of Service**

FINSYNC's online bill pay service ("Bill Pay Service") allows you to request FINSYNC, acting as your authorized agent, to send an electronic check to a payee, or a paper check if payee won't accept an electronic check through the Automated Clearing House ("ACH"); if paper check, FINSYNC will deliver the check to payee using first-class mail or a courier service. You can use the Bill Pay Service to send funds to a person, business or financial institution.

#### **Definitions**

"Electronic Check" is a demand debit you authorize us to make from your Payment Account on your behalf based on your Payment Instructions.

"Paper Check" is a demand draft you authorize us to create on your behalf based on your Payment Instruction and will be payable from your Payment Account.

"Payment Account" is a bank account from which the Payment amount will be debited or drafted.

"Payment" is a transaction that is initiated by you through the Bill Pay Service to send funds to a Payee.

“Payee” is the entity to which you which a Payment to be directed.

“Payee Library” is FINSYNC’s list of Payee’s that have been setup to receive Electronic Checks.

“Payment Instruction” is the information provided by you specifying the entity in a Payment, including name of Payee, address, contact person, and account and invoice numbers to be associated with Payment; if Payee can’t be found through Payee Library, and you would prefer to make Payment using Electronic Check, FINSYNC will need Payee’s bank account and routing numbers, if you don’t have these numbers and don’t want to ask for them, FINSYNC will reach out to Payee on your behalf and if account numbers can’t be procured in a timely manner, FINSYNC will proceed, making Payment using Paper Check.

### **Information and Representations**

You certify that all of the information you provide will be accurate and complete (including your name, address, Payment Account information, Payee information) and that you will update such information, as needed, to maintain its accuracy. You authorize us to use the data you provide to perform background checks. If you fail to provide accurate and complete information during Payment Account enrollment for the Bill Pay Service, we will suspend your use of the Bill Pay Service.

You certify that you own each Payment Account you enroll with the Bill Pay Service, that you have the authority to use the Payment Account for the Bill Pay Service and no other person’s authorization is needed to approve the use of the Payment Account.

You are responsible for ensuring that you have sufficient funds in your Payment Account. You understand that the Bill Pay Service is subject to the policies regarding demand drafts and demand debits of the financial institutions that hold your Payment Accounts and where the Payee deposits the Paper Check or received Electronic Check.

### **Account Ownership Verification**

When you enroll an account for the Bill Pay Service, you authorize us to obtain information from any financial institutions holding the Payment Accounts to confirm your ownership. You also authorize us to request information regarding you and your Payment Accounts from other third party sources to verify your identity, account ownership, protect against fraud, comply with applicable law or otherwise as necessary to provide the Bill Pay Service to you. You authorize us to make a micro- deposit (less than \$1.00) and a single debit of the same amount to each Payment Account you enroll in the Bill Pay Service. We will verify the amount deposited using the financial account information from your Payment Account’s financial institution that you have authorized us to retrieve through the FINSYNC Service. If the micro-deposit does not post to your account for any reason, and the subsequent debit is successful and results in an overdraft or NSF, we will be held harmless for the results of this condition.

### **Payment Process**

Any credit FINSYNC gives to you towards a Payment is provisional until FINSYNC receives the debit, or the final settlement, for which credit was given. If FINSYNC does not receive final settlement from you, it is entitled to a refund from the Payee and you will not be deemed to have paid that Payee. Upon request, FINSYNC will make a reasonable effort to reverse a Payment, but will have no responsibility for the failure of any Payee to honor the request. You agree to reimburse FINSYNC for any expenses incurred in attempting to honor such request.

### **Payment Delivery**

Once we receive your Payment Instructions, we will execute your instructions within a commercially reasonable period. If your Payee will accept Electronic Check, we will debit your account and credit Payee pursuant to the Payment Process; if Payee is not setup for electronic payment, or will not accept electronic payment, FINSYNC will proceed to pay Payee using a Paper Check, and Paper Check will be mailed first-class or delivered through a courier service. We estimate Payee will receive Electronic Checks within 4 days and Paper Checks within 8 days from the date you submit Payment Instructions.

You may only send Payments to Payees in the continental U.S. (including Alaska and Hawaii) and the following U.S. Territories: Guam, Puerto Rico and the Virgin Islands. To stop a Payment, you must contact FINSYNC immediately at [support@finsync.com](mailto:support@finsync.com).

### **ACH Originating**

Anytime you use the Bill Pay Service to make a Payment using Electronic Check, you become the originator of such request under the ACH Rules, and FINSYNC, as your agent, will create and transmit credit and debit entries necessary to process your Payment. The origination, receipt, return, adjustment, correction, cancellation, amendment and transmission of Payments made via Electronic Check must be in accordance with the Operating Rules of the ACH, which may be amended from time to time (the "ACH Rules"). You agree to comply with and be bound by the ACH Rules and all future amendments. You acknowledge that under the ACH Rules, FINSYNC indemnifies certain persons. You agree to reimburse FINSYNC for any loss FINSYNC incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from FINSYNC's own gross negligence.

### **Cost of Bill Pay Service**

You agree to pay the fees for the Bill Pay Service in accordance with applicable fee schedule, currently a flat rate of \$1.00 per Paper Check and \$0.50 per Electronic Check. FINSYNC reserves the right to change the schedule of fees. You will be notified of any change in fees at least 30 days in advance of the effective date. If a fee increase or change to this Agreement is not acceptable, you may cancel the Bill Pay Service as provided herein prior to the time when it takes effect.

### **Term; Termination**



FINSYNC may, in its sole discretion, temporarily or permanently suspend providing the Bill Pay Service to you, without liability, if FINSYNC has reason to believe that you have breached any of representations and warranties.

### **Disclaimer of Representation and Warranty**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE BILL PAY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BILL PAY SERVICE IS AT YOUR SOLE RISK. THE BILL PAY SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE BILL PAY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BILL PAY SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

WE AND OUR SERVICE PROVIDERS AND SUPPLIERS MAKE NO WARRANTY THAT (I) THE BILL PAY SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE BILL PAY SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BILL PAY SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ITS SERVICE PROVIDERS AND SUPPLIERS THROUGH OR FROM THE BILL PAY SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE BILL PAY SERVICE.

### **Indemnification**

You agree to protect and fully compensate FINSYNC and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Bill Pay Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual

property or other right of anyone.

**Amendment to Terms of Use.**

We reserve the right at our discretion to make changes to the Terms of Use for the Bill Pay Service. If you continue to use the Bill Pay Service after we notify you, your continued use of the Bill Pay Service means that you accept the changes and agree to the new Terms of Use. If you do not agree to the changes, you will stop using the Bill Pay Service. We also reserve the right to terminate your use of the Bill Pay Service at any time and we will notify you electronically if we decide to do so.

**EXHIBIT B**

**Lockbox Service Terms of Use**

**Description of Service**

FINSYNC's lockbox service ("Lockbox Service") allows you to request FINSYNC, acting as your authorized agent, to: **a)** retrieve paper checks from the post office and convert to electronic (ACH) deposits on your behalf; and, **b)** retrieve paper bills from the post office and convert to electronic bills on your behalf. When FINSYNC converts paper checks into electronic payments on your behalf, your accounts receivable in FINSYNC will be updated automatically, associated

deposits will be made via ACH to your designated account, and you will have usable funds more quickly and efficiently. When FINSYNC converts paper bills into electronic bills on your behalf you will be able to log in and see all new bills in one place and click one button to approve bills and click another button to pay; when bills are paid in this manner you save time and all required accounting entries for these transactions occur automatically.

## **Definitions**

“FINSYNC Lockbox” is a secure post office box provided by FINSYNC to provide a central repository for the receipt and automated processing of paper checks and bills on your behalf.

“Paper Check” is a payment received from one or more of your clients in the form of a physical document delivered to the FINSYNC Lockbox.

“Paper Bills” is an invoice or other request for payment received from one or more of your creditors or billers in the form of a physical document delivered to the FINSYNC Lockbox.

“Convert” or “Conversion” is the process by which FINSYNC creates an electronic deposit or image from a paper check or bill, respectively.

“Electronic Deposit” is an electronic funds transfer via ACH of the sum amount of the converted paper check payments received via the FINSYNC Lockbox.

“Electronic Bill” is the payable item and statement created for your approval and payment when a paper invoice or paper bill is received into the FINSYNC Lockbox.

## **Information and Representations**

You certify that all of the information you provide will be accurate and complete (including your name, address, Deposit Account information, and that you will update such information, as needed, to maintain its accuracy.

### **ACH Origination (Converting paper checks into ACH deposits)**

Anytime you use FINSYNC’s electronic funds transfer capability (ACH) to have a paper check converted into an ACH deposit you become the originator of such request under the ACH Rules, and FINSYNC, as your agent, will create and transmit credit and debit entries necessary to process your Deposit. The origination, receipt, return, adjustment, correction, cancellation, amendment and transmission of Deposits made via Electronic Deposit must be in accordance with the Operating Rules of the ACH, which may be amended from time to time (the “ACH Rules”). You agree to comply with and be bound by the ACH Rules and all future amendments. You acknowledge that under the ACH Rules, FINSYNC indemnifies certain persons. You agree to reimburse FINSYNC for any loss FINSYNC incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from FINSYNC’s own gross negligence.

## **Electronic Deposit**

Once we receive paper checks in the FINSYNC Lockbox and successfully convert those paper checks into electronic form, FINSYNC will immediately issue an electronic funds transfer (EFT) request to the check originator's bank account to verify availability of funds. Upon verification that the funds are available, and within a commercially reasonable time period, FINSYNC will deposit the funds via ACH into your designated deposit account.

### **Cost of Lockbox Service**

You agree to pay the fees for the Lockbox Service in accordance with applicable fee schedule, currently a flat rate of \$1.00 per conversion; that is, \$1.00 per paper check converted into Electronic Deposit and \$1.00 per paper bill converted into Electronic Bill. FINSYNC reserves the right to change the schedule of fees. You will be notified of any change in fees at least 30 days in advance of the effective date. If a fee increase or change to this Agreement is not acceptable, you may cancel the Lockbox Service as provided herein prior to the time when it takes effect.

### **Term; Termination**

FINSYNC may, in its sole discretion, temporarily or permanently suspend providing the Lockbox Service to you, without liability, if FINSYNC has reason to believe that you have breached any of representations and warranties.

### **Disclaimer of Representation and Warranty**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE LOCKBOX SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE LOCKBOX SERVICE IS AT YOUR SOLE RISK. THE LOCKBOX SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE LOCKBOX SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE LOCKBOX SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

WE AND OUR SERVICE PROVIDERS AND SUPPLIERS MAKE NO WARRANTY THAT (I) THE LOCKBOX SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE LOCKBOX SERVICE WILL BE TIMELY OR ERROR-FREE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE LOCKBOX SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ITS SERVICE PROVIDERS AND SUPPLIERS THROUGH OR

FROM THE LOCKBOX SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE LOCKBOX SERVICE.

### **Indemnification**

You agree to protect and fully compensate FINSYNC and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Lockbox Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### **Amendment to Terms of Use**

We reserve the right at our discretion to make changes to the Terms of Use for the Lockbox Service. If you continue to use the Lockbox Service after we notify you, your continued use of the Lockbox Service means that you accept the changes and agree to the new Terms of Use. If you do not agree to the changes, you will stop using the Lockbox Service. We also reserve the right to terminate your use of the Lockbox Service at any time and we will notify you electronically if we decide to do so

## **EXHIBIT C**

### **Payroll Processing Terms of Use**

## **Description of Service**

FINSYNC's payroll processing service ("Payroll Processing Service") is offered to help you calculate payroll and associated liabilities for your business and/or household employees, and make related payroll and tax payments or tax filings.

## **Registration Information**

Prior to your initial payroll processing date, you must submit the completed and executed documents FINSYNC requires for providing the Payroll Processing Service, including your payroll and bank account information, any required federal, state or local powers of attorney, and any additional information requested by FINSYNC. In performing the Payroll Processing Service, you acknowledge and agree that FINSYNC is not acting in a fiduciary capacity for you and/or your business and using the Payroll Processing Service does not relieve you of your obligations under federal or state laws or regulations to retain records relating to the data contained in FINSYNC's files.

You agree not to: (i) use the Payroll Processing Service other than as authorized in this Agreement; (ii) use any device, software, or routine that interferes with any application, function, or use of the Payroll Processing Service, or is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication; (iii) resell, sublicense, time-share, or otherwise share the Payroll Processing Service with any third party; (iv) frame or mirror the Payroll Processing Service; (v) decompile, disassemble or reverse-engineer the underlying software or application that is part of the Payroll Processing Service or otherwise attempt to derive its source code; (vi) use the Payroll Processing Service either directly or indirectly to support any activity that is illegal; (vi) access the Payroll Processing Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or (vii) authorize any third parties to do any of the above.

## **Internet Access**

You understand the Payroll Processing Service is primarily delivered through the internet. FINSYNC doesn't have a call center for you to call-in your payroll requests. Internet service in some parts of the country can be intermittent. FINSYNC is not in any way responsible for any such interference with or prevention of your ability to access the internet-based Payroll Processing Service. Only in such cases that there are no alternatives to access the internet, should you call customer support for assistance in processing payroll and making tax payments and filings.

## **Payroll Account**

You will designate and authorize either yourself and/or one or more individual users of the Payroll Processing Service with authority to act on your behalf and to bind you and/or your business (each a "Payroll Administrator"), who may access the Payroll Processing Service by

entering a confidential user ID and password created by following the instructions provided via the Service and which will entitle them, depending on their designation and permissions given, to have authority to access, review, modify and/or provide approvals on your behalf. The Payroll Administrator will approve and submit the Payroll Information thereby authorizing FINSYNC to create and transmit credit or debit entries (“Entries”) necessary to process your payroll and payroll tax transactions.

### **Confidentiality**

You will, and will cause your authorized users to, take reasonable steps to maintain the confidentiality of the authorization procedures and the user IDs and passwords and related instructions. If you believe or suspect that any such user IDs and passwords or related instructions have been known or accessed by unauthorized persons, you will immediately notify FINSYNC in a manner affording FINSYNC a reasonable opportunity to act on the information, and you acknowledge that failure to immediately notify FINSYNC could result in unauthorized access to confidential information concerning you and your employees. FINSYNC reserves the right to prevent access to the Payroll Processing Service should FinSync have reason to believe the confidentiality of the security procedure or the confidentiality of the user IDs and passwords have been compromised. You are responsible for any actions taken on the Payroll Processing Service by your Payroll Administrator and/or any other authorized users, and for any transactions resulting from your failure to maintain the confidentiality of your account. You agree that the provision of a user ID and password by you, your Payroll Administrator and/or any other authorized users, will have the same effect as providing a written signature authorizing electronic payments, filings and other actions on the Payroll Processing Service.

### **Payroll Information**

FINSYNC will notify you via electronic communication or by other means when all data necessary to begin the Payroll Processing Service has been completed. You shall then, prior to submitting your first payroll, review for completeness and accuracy the Payroll Information. For purposes of this Agreement, “Payroll Information” shall mean all information posted for your review on the Payroll Processing Service. You must correct incorrect or missing Payroll Information, either by itself or by notifying FINSYNC in the manner specified in the electronic communication and within the time period specified therein. You are fully responsible for the accuracy of all information you provide, submit and/or approve, including, without limitation any IRS or other penalties and/or interest arising therefrom.

You agree that by submitting each payroll (including the first payroll): (i) you have approved all Payroll Information, (ii) you have represented and warranted to FINSYNC that no Payroll Information submitted to FINSYNC will result in entries that would violate the sanctions program of the Office of Foreign Assets Control of the U.S. Treasury or any other applicable laws or regulations, (iii) you have waived and released any claim against FINSYNC arising out of any errors in the Payroll Information which you have not yourself corrected or have not requested FINSYNC to correct, and (iv) any subsequent request for corrections will be considered special handling and additional fees may be charged. Final audit responsibility rests

with you. FINSYNC will not have any responsibility for verifying the accuracy of any data you provide or directly input via the Payroll Processing Service or any other method

FINSYNC may permit, but shall not be obligated to permit your Payroll Administrator or other a designated representative to communicate with FINSYNC by electronic mail or other means about the Payroll Processing Service. You acknowledge that any such electronic mail communication or other means of communication will be made available for your benefit and convenience, that any Payroll Information, entries or other instructions communicated to FINSYNC will be deemed to have been fully authorized by you and you shall be fully responsible for the accuracy of such information including, without limitation, any IRS or other penalties and/or interest arising therefrom; and that, notwithstanding such deemed authorization, FINSYNC may in its sole discretion refuse to accept or act upon any such instructions

FINSYNC, its employees and agents will hold in strict confidence all data furnished by you or produced by FINSYNC under this Agreement; provided, however, that such parties will not be held liable if such data is released through other sources, or if FINSYNC, its employees and agents release the data because of a reasonable belief that you have consented to such disclosure.

### **Payroll Authorizations**

FINSYNC will verify the authenticity of an instruction approving, releasing, cancelling or amending the Payroll Information used to create Entries (each, a "Payment Order") to be originated by FINSYNC using the authorization procedures described herein. FINSYNC does not verify or review Payment Orders for the purpose of detecting any errors. You will be bound by any Payment Order received and verified by FINSYNC in compliance with the designated authorization procedure, and you shall indemnify and hold FINSYNC harmless from and against any loss suffered or liability incurred by, or arising from, the execution of a Payment Order in good faith and in compliance with such procedures.

If a Payment Order describes the receiver inconsistently by name and account number (i) payment may be made on the basis of the account number even if you identify a person different from the named receiver or (ii) FINSYNC may in its sole discretion refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. If a Payment Order identifies a non-existent or unidentifiable person or account as the receiver or the receiver's account, FINSYNC may in its sole discretion refuse to accept or may return the Payment Order.

### **Bank Account Debiting**

On or prior to your payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, you authorize FINSYNC to initiate debit Entries to your designated bank account specified by you through the Payroll Processing Service (your "Bank Account") at the depository financial institution the routing number of which is given above (your "Bank"), and to debit your Bank Account in such amounts as are necessary to (i) fund your direct deposits, (ii) pay any fees or charges associated with the Payroll Processing Service, (iii) pay your payroll



taxes, (iv) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to FINSYNC, and (v) pay any other amount that is owing under this Agreement or in connection with the Payroll Processing Service. This authorization is to remain in full force and effect until FINSYNC has received written notice from you of termination in such time and such manner as to afford FINSYNC and your Bank a reasonable opportunity to act upon it. You will maintain in your Bank Account as of the applicable settlement date and time immediately available funds sufficient to cover all credit entries you originate through FINSYNC. Your obligation to pay FINSYNC for each credit entry matures at the time FINSYNC transmits or otherwise delivers the credit entry to the Automated Clearing House (“ACH”) or gateway operator and is unaffected by termination of the Payroll Processing Service. FINSYNC may set off against any amount it owes to you in order to obtain payment of your obligation as set forth in this Agreement. You acknowledge that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Amounts withdrawn for payroll taxes will be held by FINSYNC at FINSYNC’s financial institution (the “Payroll Tax Account”) until such time as those payments are due to the appropriate taxing agencies, and no interest will be paid to you on these amounts.

If you do not have sufficient funds in your Bank Account to pay disbursements, fees, payroll taxes or any other amounts due under this Agreement at the time required, or if you refuse to pay, FINSYNC may (i) debit the Payroll Tax Account or any other account owned in whole or in part by you to pay disbursements, fees or charges, payroll taxes, or other amounts due, (ii) refuse to pay any unremitted payroll taxes, in which case the payroll tax liability will become your sole responsibility, (iii) refuse to perform further services, and/or (iv) immediately terminate this Agreement. FINSYNC may assess finance charges on any amounts owing and unpaid ten (10) days after demand. FINSYNC may recover from you any costs including, without limitation, reasonable attorneys' fees and expert witnesses' fees FINSYNC may incur in connection with any termination of this Agreement or collection of amounts due hereunder

### **ACH Originating**

The Payroll Processing Service will enable you to enter the Payroll Information and to approve and submit it to FINSYNC for creation, formatting and transmission of Entries in accordance with the ACH Rules (as defined below). FINSYNC may reject any Payroll Information or Entry which does not comply with the requirements in this Agreement or the ACH Rules or with respect to which your Bank Account does not contain sufficient available funds to pay for the Entry. If any Payroll Information or Entry is rejected, FINSYNC will make a reasonable effort to notify you promptly so that you may correct such Payroll Information or request that FINSYNC correct the Entry and resubmit it. A notice of rejection will be effective when given. FINSYNC will have no liability to you by reason of the rejection of any Payroll Information or Entry, the fact that notice is not given at an earlier time than that provided for in this Agreement or for any loss resulting from FINSYNC’s failure to provide notice. If you request that FINSYNC repair an Entry on your behalf, FINSYNC may attempt to do so; provided, however, that FINSYNC will not be liable for its failure to make any requested repair.

You will have no right to cancel or amend any Payroll Information received by FINSYNC after it has been approved by your Payroll Administrator and submitted to FINSYNC. FINSYNC will

use reasonable efforts to act on such request prior to transmitting the Entries to the ACH or gateway operator, but will have no liability if the cancellation or amendment is not affected. You will reimburse FINSYNC for any expenses, losses or damages FINSYNC may incur in effecting or attempting to affect your request. Except for Entries created from Payroll Information that have been reapproved and resubmitted by you in accordance with the requirements of this Agreement, FINSYNC will have no obligation to retransmit a returned Entry to the ACH or gateway operator if FINSYNC complied with the terms of this Agreement with respect to the original Entry

FINSYNC will process the Payroll Information and Entries in accordance with its then current processing schedule, provided (i) the Payroll Information is approved by your Payroll Administrator and received by FINSYNC no later than your applicable cut-off time on a business day and (ii) the ACH is open for business on that business day. If FINSYNC receives approved Payroll Information after the cut-off time, FINSYNC will not be responsible for failure to process the Payroll Information on that day. If any of the requirements of clause (i) or (ii) of this Subsection are not met, FINSYNC will use reasonable efforts to process the Payroll Information and transmit the Entries to the ACH with the next regularly scheduled file created by FINSYNC, which is on a business day on which the ACH is open for business

Origination, receipt, return, adjustment, correction, cancellation, amendment and transmission of Entries must be in accordance with the Operating Rules of the ACH in which FINSYNC is a participant and, with respect to credit entries which constitute Payment Orders, Article 4A of the Uniform Commercial Code as adopted in the state whose law governs this Agreement, as both are varied by this Agreement, and as both are amended from time to time (the "ACH Rules"). You acknowledge that you have had an opportunity to review and agree to comply with and be bound by the ACH Rules and all future amendments.

Any credit FINSYNC gives to you is provisional until FINSYNC receives final settlement and the Entry for which credit was given is deemed to be finally paid as provided in this Agreement, the ACH Rules and all laws, rules and regulations governing any aspect of the Entry, including the laws, rules and regulations of the country to which the Entry was sent. If FINSYNC does not receive final settlement, it is entitled to a refund from the credited person and you will not be deemed to have paid that person. Upon request, FINSYNC will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor your request. You agree to reimburse FINSYNC for any expenses incurred in attempting to honor such request

FINSYNC may, in its sole discretion, temporarily or permanently suspend providing the Payroll Processing Service to you, without liability, if FINSYNC has reason to believe that you have breached any of foregoing representations and warranties in this paragraph. You acknowledge that you are the originator of each Entry and that under the ACH Rules, FINSYNC makes certain warranties with respect to each Entry. You agree to reimburse FINSYNC for any loss FINSYNC incurs, including its reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty made by FINSYNC unless the breach resulted solely from FINSYNC's own gross negligence. You acknowledge that under the ACH Rules, FINSYNC indemnifies certain persons. You agree to reimburse FINSYNC for any loss FINSYNC incurs, including its reasonable

attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from FINSYNC's own gross negligence.

### **Taxes; Liability**

In order to use the Payroll Processing Service, you must submit accurate wage and payroll information to FINSYNC during the enrollment process. FINSYNC will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. The wage and payroll information must be reconciled with your payroll tax returns for the current calendar year and your wage and payroll tax information for the current quarter. Thereafter, you shall timely and accurately update all wage and payroll information as necessary to reflect changes and respond with additional information requested from time to time by FINSYNC. It is your responsibility to submit complete and accurate information to FINSYNC in connection with the Payroll Processing Service. Any penalty or interest incurred due to inaccurate information provided by you will be your sole responsibility. You further agree to hold FINSYNC harmless from such liability. FINSYNC, at its option, may decide not to file your payroll tax returns, pay your payroll taxes or otherwise process your payroll if there are any unresolved problems with any information requested by FINSYNC or submitted by you. FINSYNC's sole liability and your sole remedy for FINSYNC's negligent failure to perform the payroll tax portion of the Payroll Processing Service shall be (i) FINSYNC will remit the payroll taxes received from you to the appropriate taxing authority and (ii) FINSYNC will reimburse you or pay directly to the appropriate taxing authority any penalties resulting from such negligent error or omission by FINSYNC.

You are responsible for: (i) depositing any FICA, Federal, State and Local withholding liabilities incurred to date (before the payroll processing with FINSYNC); (ii) submitting any payroll returns to tax agencies (state, federal, and/or local) that are now due; and (iii) cancelling any prior payroll service or leasing agency.

### **Cost of Payroll Processing Service**

You agree to pay the fees for the Payroll Processing Service in accordance with applicable fee schedule, which is currently \$0.50 per direct deposit and \$4.00 per employee per pay run for tax reporting and remittance services. You agree to reimburse FINSYNC for any sales, use and similar taxes arising from the provision of the Service that any federal, state or local governments may impose. FINSYNC may charge additional fees for exceptions processing, setup and other special services. FINSYNC reserves the right to change the schedule of fees. You will be notified of any change in fees at least 30 days in advance of the effective date. If a fee increase or change to this Agreement is not acceptable, you may cancel the Payroll Processing Service as provided herein prior to the time when it takes effect. Your continued use of the Payroll Processing Service constitutes your agreement to those changes. If FINSYNC is unable to collect fees due because of insufficient funds in your Bank Account or for any other reason, you must pay the amount due immediately upon demand, plus any applicable exceptions processing fees, bank fees or charges for return items, plus interest at 8% annually, plus attorney's fees and other costs of collection as allowed by law. In addition, FINSYNC may suspend the Payroll Processing Service or terminate this Agreement and avail itself of any other available remedy. FINSYNC also reserves the right to make any appropriate reports to credit

reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

### **Disclaimer**

Your use of the Payroll Processing Service is entirely at your own risk. The Service is provided "AS IS" and on an "AS AVAILABLE" basis. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FINSYNC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, NON-INFRINGEMENT, OR THE ACCURACY, RELIABILITY, QUALITY OF ANY INFORMATION OR CONTENT IN OR LINKED TO THE SERVICE. FINSYNC DOES NOT WARRANT THAT THE SERVICE WILL BE COMPLETELY SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. If the exclusions for any implied warranties do not apply to you, any implied warranties are limited to 60 days from the date of delivery of the Payroll Processing Service.

### **Term; Termination**

The Payroll Processing Service will continue until such time as you or FINSYNC gives 30 days' prior written notice (which may be given by email or through a notice in your account), unless termination is for cause. FINSYNC may terminate or temporarily suspend your access to the Payroll Processing Service in the event that: (i) you breach any material provision of this Agreement that, (if it is capable of being cured) is not cured within 10 days from notice to you (5 days in the case of non-payment); or (ii) FINSYNC determines that your actions are likely to cause legal liability for FINSYNC or that you have misrepresented any data or information required by FINSYNC in connection with the Payroll Processing Service or at any other time. FINSYNC may immediately terminate this Agreement without notice to you if you file, or have filed against you, a petition under the U.S. Bankruptcy Code or a similar state or federal law. The termination of the Payroll Processing Service or this Agreement will not affect your or FINSYNC's rights with respect to transactions which occurred before termination. Upon any termination of the Payroll Processing Service, your right to access and use the Payroll Processing Service will automatically terminate, and you may not continue to access or use the Payroll Processing Service. FINSYNC will have no liability for any costs, losses, damages, or liabilities arising out of or related to FINSYNC's termination of this Agreement.

### **Indemnity; Limitations of Liability**

You agree to indemnify, defend and hold FINSYNC and its agents, contractors, services providers and affiliates (each, an "Indemnified Party"), harmless against all liabilities, claims, demands, damages, losses, fines, judgments, disputes, costs, charges and expenses (including, without limitation, reasonable attorneys' fees incurred in connection with such claims) made by you or others resulting from, arising out of or related to (i) any acts or omissions by you, your Payroll Administrator and/or any other authorized users, or (ii) FINSYNC's or any other Indemnified Party's reliance on information and data furnished by you or resulting from activities that FINSYNC or any other Indemnified Party undertakes at your request, or at the request of

anyone FINSYNC or any other Indemnified Party believes in good faith to be your authorized agent, in providing the Payroll Processing Service. In no event will FINSYNC's or any other Indemnified Party's liability for any act or omission relating to the Payroll Processing Service exceed the total charge for services provided for the six (6) month period immediately preceding such act or omission by FINSYNC. IN NO EVENT WILL FINSYNC OR ANY OTHER INDEMNIFIED PARTY HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION OR WHETHER FINSYNC OR ANY OTHER INDEMNIFIED PARTY KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

**Amendment to Terms of Use.**

We reserve the right at our discretion to make changes to the Terms of Use for the Payroll Processing Service. If you continue to use the Payroll Processing Service after we notify you, your continued use of the Payroll Processing Service means that you accept the changes and agree to the new Terms of Use. If you do not agree to the changes, you will stop using the Payroll Processing Service. We also reserve the right to terminate your use of the Payroll Processing Service at any time and we will notify you electronically if we decide to do so.

## **EXHIBIT D**

### **Financing Terms of Use**

#### **Description of Service**

FINSYNC's financing service ("Financing Service") allows you to request FINSYNC, acting as your authorized agent, to share a financing application with members of the FINSYNC Lending Network. FINSYNC will direct financing applications first to the bank or credit union associated with the applicant's profile, if the bank or credit union is part of the FINSYNC Lending Network, and then allow the financial institution 24 hours to match or beat any other financing option available by other members of the FINSYNC Lending Network. FINSYNC utilizes cash flow metrics and an eligibility matrix created by the members of the FINSYNC Lending Network in order to best match applicants with the best financing options on an automated basis.

#### **Definitions**

"Financing application" is an application completed on the FINSYNC platform by the applicant profile owner for the purposes of requesting access to various financing products for business purposes.

#### **Information and Representations**

You certify that all of the information you provide will be accurate and complete (including your name, address, Payment Account information) and that you will update such information, as needed, to maintain its accuracy. You authorize us to use the data you provide to perform

background checks. If you fail to provide accurate and complete information during Account enrollment for the Financing Service, we will suspend your use of the Financing Service.

You certify that you own each Payment Account you enroll with the Financing Service, that you have the authority to use the Payment Account for the Financing Service and no other person's authorization is needed to approve the use of the Payment Account.

### **Account Ownership Verification**

When you enroll an account for the Financing Service, you authorize us to obtain information from any financial institutions holding the Payment Accounts to confirm your ownership. You also authorize us to request information regarding you and your Payment Accounts from other third party sources to verify your identity, account ownership, protect against fraud, comply with applicable law or otherwise as necessary to provide the Financing Service to you. You authorize us to make a micro- deposit (less than \$1.00) and a single debit of the same amount to each Payment Account you enroll in the Financing Service. We will verify the amount deposited using the financial account information from your Payment Account's financial institution that you have authorized us to retrieve through the FINSYNC Service. If the micro-deposit does not post to your account for any reason, and the subsequent debit is successful and results in an overdraft or NSF, we will be held harmless for the results of this condition.

### **Financing Process**

FINSYNC will provide lenders access to certain information contained in the FINSYNC Profile based on consent by applicant for the sole purpose of providing financing options to the applicant. FINSYNC does not warrant any lender nor provide any guidance on financing options. Applicant should consult their own tax, accounting, or legal representative for advice on financing options.

### **Financing Delivery**

FINSYNC customers applying for financing options will work directly with lenders regarding delivery of approved funds from applications submitted through FINSYNC.

### **Cost of Financing Service**

FINSYNC does not charge a fee for applying for financing options. Any and all fees applicable to a financing option will be disclosed by the lender prior to acceptance of a financing option and will be negotiated and collected directly through the lender.

### **Term; Termination**

FINSYNC may, in its sole discretion, temporarily or permanently suspend providing the Financing Service to you, without liability, if FINSYNC has reason to believe that you have breached any of representations and warranties.

### **Disclaimer of Representation and Warranty**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE FINANCING SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE FINANCING SERVICE IS AT YOUR SOLE RISK. THE FINANCING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE FINANCING SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE FINANCING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

WE AND OUR SERVICE PROVIDERS AND SUPPLIERS MAKE NO WARRANTY THAT (I) THE FINANCING SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE FINANCING SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE FINANCING SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ITS SERVICE PROVIDERS AND SUPPLIERS THROUGH OR FROM THE FINANCING SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE BILL PAY SERVICE.

### **Indemnification**

You agree to protect and fully compensate FINSYNC and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Financing Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### **Amendment to Terms of Use.**

We reserve the right at our discretion to make changes to the Terms of Use for the Bill Pay Service. If you continue to use the Financing Service after we notify you, your continued use of the Financing Service means that you accept the changes and agree to the new Terms of Use. If



you do not agree to the changes, you will stop using the Financing Service. We also reserve the right to terminate your use of the Financing Service at any time and we will notify you electronically if we decide to do so.