



These Terms of Service are for **information purposes only**. These terms of service do not constitute an offer capable of acceptance.

1. Definitions

- a. "Finxact" (or "We", "Us" or "Our") means Finxact, Inc., itself and with its Affiliates, with a place of business at 1301 Riverplace Blvd., Suite 2501, Jacksonville, Florida 32207.
- b. "Parties" means You and Finxact.
- c. "Product" means any product provided by Finxact.
- d. "Services" means any service provided by Finxact.
- e. "You" means the counterparty to this agreement with Finxact.

2. Terms of Service

- a. The Parties agree that any provision of Products or Services by Finxact: (i) shall not be governed by this Agreement and (ii) shall be subject to a Master Services Agreement entered into between Finxact and You.

3. Limitation on Liability.

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, FINXACT, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE SUPPLIERS, DIRECTORS, OFFICERS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSORS, AGENTS, THIRD PARTY PROVIDERS, MERCHANTS, EMPLOYEES AND THE LIKE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO THIS AGREEMENT, ANY SUBJECT MATTER AND/OR TERMS AND CONDITIONS HEREOF AND/OR THEREOF AND/OR RELATED HERETO OR THERETO, WHETHER UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, AND IN EACH CASE, WHETHER OR NOT YOU OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST REVENUE, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR BREACH OF DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES; (C) FOR ANY MATTER BEYOND OUR REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY YOU TO FINXACT UNDER THIS ZERO DOLLAR AGREEMENT.



4. Miscellaneous.

- a. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. This Agreement is not assignable, transferable or sublicensable by You except with Our prior written consent.
- c. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. The venue for any dispute arising hereunder or thereunder shall be the state and Federal courts located in the State of Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE OR LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- d. You warrant that You have the authority to enter into this Agreement.