

ISUPPORTU, LLC

General Terms of Service

Effective Date: May 7, 2021

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We've included annotations in the gray boxes below to emphasize certain portions of our terms and help guide you as you read them. The annotations aren't summaries, so please take the time to read everything!

This page describes the general terms that apply to your use of any of our services. By using our services, you agree to these terms on top of any other terms that apply to a specific service you are using (like Accounting, Phone System, Banking Services, for example). If you use our services on behalf of your company, your company agrees to them too.

These General Terms of Service ("General Terms") are a legal agreement between you, as a current or prospective customer of ISUPPORTU's services ("you," "your") and ISUPPORTU, LLC, ("ISUPPORTU," "we," "our" or "us") and govern your use of ISUPPORTU's services, including mobile applications, websites, software, cloud-based solutions, hardware, and other products and services (collectively, the "Services"). By using any of the Services, you agree to these General Terms and any policies referenced within ("Policies"), including our Privacy Notice (see Section 8) and terms that limit our liability (see Section 18) and require individual arbitration for any potential legal dispute (see Section 21), which are collectively incorporated herein by reference. You also agree to any additional terms specific to Services you use ("Additional Terms"), such as those listed below, which become part of your agreement with us (collectively, the "Terms"). If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these Terms, and that business accepts these Terms. You should read all of our Terms carefully.

- **HIPAA Business Associate Agreement:** If you are subject to HIPAA as a Covered Entity or Business Associate (as defined in HIPAA) and use the Services in a manner that causes us to create, receive, maintain, or transmit Protected Health Information on your behalf, then you agree to the HIPAA Business Associate Agreement ("HIPAA BAA").

1. ISUPPORTU Branch Management Account Registration

Provide accurate personal information during registration and keep the information current. We can suspend or terminate your account if you provide incomplete or false information.

You are responsible for all activity on your account.

You must open an account with us (a “ISUPPORTU Branch Management Account”) to use the Services. During registration we will ask you for information, which may include but is not limited to, your name your business name and other business as well as personal information. You must provide accurate and complete information in response to our questions, and you must keep that information current. You are fully responsible for all activity that occurs under your ISUPPORTU Branch Management Account (“ISUPPORTU Account”), including for any actions taken by persons to whom you have granted access to the ISUPPORTU Account. We reserve the right to change the account type, suspend or terminate the ISUPPORTU Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements, or acts in violation of any law of the United States or under any international governing laws.

2. Revisions, Disclosures and Notices

We can make updates to our terms of service at any time, and we’ll notify you of these updates as appropriate. By continuing to use our services after these updates, you agree to the revised terms.

You also agree to receive notices from us electronically.

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a “Revised Version”). The Revised Version will be effective as of the time it is posted but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

You agree to **ISUPPORTU’s E-Sign Consent**. We may provide disclosures and notices required by law and other information about your ISUPPORTU Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your ISUPPORTU Account or that you otherwise provided to ISUPPORTU. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact **ISUPPORTU Support**. If we are not able to support your request, you may need to terminate your ISUPPORTU Account.

3. Restrictions

If you want to use our services, you can’t do certain bad things. If we think you are doing these bad things, we have the right to share your information with law enforcement.

You may not, nor may you permit any third party, directly or indirectly, to:

1. export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
2. engage in any activity that may be in violation of regulations administered by the United States Department of the Treasury's Office of Foreign Asset Control (31 C.F.R. Parts 500-599). Prohibited activity includes but is not limited to the provision of Services to or for the benefit of a jurisdiction, entity, or individual blocked or prohibited by relevant sanctions authorities, including but not limited to activities in Iran, Cuba, North Korea, Syria, or the Crimean Region of the Ukraine. If found to be in apparent violation of these restrictions, your account could be terminated, and your funds could be held for an indefinite period of time;
3. access or monitor any material or information on any ISUPPORTU system, or that of our suppliers, using any manual process or robot, spider, scraper, or other automated means;
4. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service of ours or that of our suppliers, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
5. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure or that of our contracted suppliers;
6. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from ISUPPORTU or that of our contracted suppliers;
7. use and benefit from the Services or that of our contracted suppliers, via a rental, lease, timesharing, service bureau or other arrangement;
8. transfer any rights granted to you under these General Terms;
9. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
10. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
11. use the Services for illegal activities including but not limited to the trafficking of illegal substances, antiquities, contraband, money laundering, or any activity considered illegal in the United States or the businesses base of operation;
12. use the Services for any illegal activity or goods or in any way that exposes you, other ISUPPORTU users, our partners, or ISUPPORTU to harm; or
13. otherwise use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your ISUPPORTU Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your ISUPPORTU Account, and any of your transactions with law enforcement.

Definition: "suppliers" refers to any supplier of a product or service we either purchase, subscribe to, or enter into an arrangement with, to fulfill our obligations under the ISUPPORTU

Branch Management Agreement. This will include but not limited to establishing a bank account and allowing you to view the activities thereof, services used to convert received and disbursed funds, PayPal accounts, automated phone support, and accounting applications, to name a few.

4. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as “jail broken.”

5. Your Content

You retain all rights to your content when you upload it into our services, but you do give us broad rights to use, modify, display your content in our services. You can see specifics on the rights you grant us below.

Also, anything you provide us or make available to the public through our services must not contain anything that we think is objectionable (e.g., illegal, obscene, hateful or harmful to you, our customers or us). We can remove any content at any time.

The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information (“Content”).

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Services. You retain all rights in your Content, subject to the rights you granted to us in these General Terms. You may modify or remove your Content via your ISUPPORTU Branch Management Account or by terminating your ISUPPORTU Branch Management Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services of our 3rd party providers, over which we have no control and will not be held responsible.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or Intellectual Property Rights; (d) contains corrupted data or

any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with ISUPPORTU's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose ISUPPORTU, its affiliates or its customers or other persons to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. ISUPPORTU may also monitor such Content to detect and prevent fraudulent activity or violations of ISUPPORTU's General Terms of Service. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

6. Copyright and Trademark Infringement

We respect the intellectual property rights of others and ask you to do the same. We have adopted an **Intellectual Property Policy** regarding third-party claims that your material infringes the rights of others. We respond to all valid notices of such infringement, and our policy is to suspend or terminate the accounts of repeat infringers.

7. Security

We take security incredibly seriously but can't guarantee that bad actors will not gain access to your personal information. You need to do your part by keeping your passwords safe, being smart about who has access to your account and which of your devices can access our services and the services of our 3rd party providers and letting us know if you think an unauthorized person is using your account.

If there is ever a dispute about who owns your account, we are the decider.

We have implemented technical and organizational measures designed to secure your personal information from accidental destruction, loss, alteration and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are solely responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or ISUPPORTU Branch Management Account or any other breach of security. You will immediately take all reasonable steps to mitigate the effects of a security breach and will cooperate with ISUPPORTU and provide all information requested by ISUPPORTU to remediate the breach. Any assistance provided by ISUPPORTU in relation to a security breach does not in any way operate as acceptance or acknowledgement that

ISUPPORTU is in any way responsible or liable to you or any other party in connection with such breach.

Notwithstanding Sections 20 and 21, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any ISUPPORTU Branch Management Account subject to dispute) will be final and binding on all parties.

8. Privacy

Your Personal Information: By using any of our Services as a ISUPPORTU seller, you acknowledge our data practices that apply to you, as set out in the **ISUPPORTU Account Holder Privacy Notice** (the “Privacy Notice”). The Privacy Notice explains how ISUPPORTU collects, uses and protects the personal information you provide to us where ISUPPORTU makes use of your personal data to provide you with the Services or for its own purposes. You are required to familiarize yourself with the Privacy Notice prior to using the Services.

Your Customers’, Employees’, and Vendors’ Personal Information: ISUPPORTU will process certain of your customers’, employees’, or vendors’ personal data on behalf of your business as a service provider (“data processor”). In such circumstances, you agree that you will comply with the data protection laws applicable to you and will provide data subjects with information on the processing of their personal information which satisfies the transparency requirements of such data protection laws and which ensures that personal data may be processed fairly, lawfully and in a transparent manner.

9. Communications

You consent to us sending messages to your email or mobile devices about your account or our services, which may include marketing. You can opt out of communications in ways that are specific to that communication method, such as by unsubscribing from emails, or replying to text messages with ‘STOP’.

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us when you sign-up for a ISUPPORTU Branch Management Account or update the contact information associated with your account. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls. You may only opt-out of text messages from ISUPPORTU by replying STOP. You acknowledge that opting out of receiving communications may impact your use of the Services.

We also provide Services that allow you to send short message service (SMS) messages to your customers (the “Seller-Initiated SMS Services”). You will only use the Seller-Initiated SMS Services in compliance with these Terms and all other applicable laws and regulations of the jurisdiction from which you send messages and in which your messages are received.

10. Paid Services

Lots of what we offer is free, but we offer paid services too. We can collect payments for a paid service by either charging your linked debit/credit card or taking the payment from your transaction proceeds, ISUPPORTU-account balance or linked bank account.

We'll give you 30 days advance notice if we change our subscription fees, and you can cancel your subscription at any time.

ISUPPORTU’s Services provides paid-for Services (“Paid Services”). ISUPPORTU offers certain Paid Services to be paid for on a recurring basis (“Subscription Services”, e.g. your monthly subscription plan) and others on an as-used basis (collectively, “Paid Service Fees”). Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, you agree to pay us the subscription fee and any applicable taxes (“Subscription Fee”).

Paid Service Fees (e.g. services contracted but outside of your subscription plan) may be paid by bank transfer, debit card, credit card, or deducted from your transaction proceeds; however, Paid Service Fees related to hardware may only be paid by debit card or credit card. If you link a debit or credit card to your account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Regardless of payment device, we reserve the right to collect Paid Service Fees by deduction from your transaction proceeds, the Balance in your ISUPPORTU Branch Management Account or your linked bank account.

Unless otherwise provided in the ISUPPORTU Branch Management Account, Subscription Fees will be charged on the first of every month until cancelled. You may cancel your ISUPPORTU Branch Management Account at any time by providing us notice as so stated in the ISUPPORTU Branch Management Agreement. If you cancel the Agreement, you will continue to have access to the Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days’ advance notice. Your continued use of our Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

You are responsible for all applicable taxes that arise from or as a result of your use of ISUPPORTU's Services when applicable. For the avoidance of doubt, all sums payable by you to ISUPPORTU under the Terms shall be paid free and clear of any deductions or withholdings whatsoever. Other than taxes that may be charged by ISUPPORTU to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law shall be borne by you and paid separately to the relevant taxation authority.

11. Modification and Termination

We can terminate or deny you access to our services at any time, for any reason. You can also choose to deactivate your account at any time.

We may terminate these General Terms or any Additional Terms, or suspend or terminate your ISUPPORTU Branch Management Account or your access to any Service, at any time for any reason. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination of these other types of Service changes by email or at the next time you attempt to access your ISUPPORTU Account. You may also terminate the General Terms and Additional Terms applicable to your ISUPPORTU Account by deactivating your ISUPPORTU Account at any time.

12. Effect of Termination

Once our relationship ends, we are not responsible for any losses you experience because of the termination of our services or for removing your data from our servers. Some terms of our agreement will still apply even after our relationship ends.

If these General Terms or your ISUPPORTU Account is terminated or suspended for any reason:

- (a) the license and any other rights granted under these Terms will end,
- (b) you agree to immediately terminate and cease use of all Services,
- (c) we may (but have no obligation to) delete your information and account data stored on our servers and on the servers of those applications we subscribed to on your behalf,
- (d) we may cancel or transfer your phone/fax line from us to you,
- (e) we will coordinate the smooth transition of moving your funds from our account(s) to an account you designate,
- (f) we will coordinate a smooth transfer of your PayPal account to you,

(g) we will coordinate the smooth transfer of our exchange rate service(s) from us to you, whenever possible,

(h) we may cancel or transfer your accounting system,

(i) we will cease making further deposits on your behalf,

(j) we will disable all email accounts associated with your account,

(k) we will abide by our **Non-Disclosure Agreement**,

(l) we will cease making payments from your bank accounts to your vendors, and

(m) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data.

In addition to any payment obligations, the following sections of these General Terms survive and remain in effect in accordance with their terms upon termination: 5 (Your Content), 6 (Copyright and Trademark Infringement), 7 (Security), 8 (Privacy), 12 (Effect of Termination), 14 (Ownership), 15 (Indemnity), 16 (Representations and Warranties), 17 (No Warranties), 18 (Limitation of Liability and Damages), 19 (Third Party Products), 20 (Disputes), 21 (Binding Individual Arbitration), 22 (Governing Law), 23 (Limitation on Time to Initiate a Dispute), 24 (Assignment), 25 (Third Party Service and Links to Other Web Sites), and 28 (Other Provisions).

13. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Paid Services, and a royalty-free, limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Free Services as authorized in these General Terms. We may make updates to the Services available to you, which you must accept to continue using the Services. Any such updates may be subject to additional terms made known to you at that time.

14. Ownership

While we're happy to let you use our services, you don't have any ownership rights in them. We can act on any ideas you share with us about how we can improve our products and services free of charge.

We reserve all rights not expressly granted to you in these General Terms. The Services are protected by copyright, trademark, patent and other laws of the United States and other

countries. We own all rights, title, and interest, in and to the Services and all copies of the Services. These General Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these General Terms, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit feedback, comments or ideas about the Services (“Ideas”). Submitting Ideas is entirely voluntary, and we will be free to use such ideas as we see fit without any obligation to you.

15. Indemnity

If you do something using our services that gets us sued or fined, you agree to cover our losses as described below.

You will indemnify, defend, and hold us and our facilitators (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any claim, action, audit, investigation, inquiry, or other proceeding instituted by any person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any third-party claims made by your Buyer regarding ISUPPORTU’s processing of your customer/Buyer’s Personal Information in connection with providing you with the Services; and (f) any other party’s access and/or use of the Services with your unique name, password or other appropriate security code; and (g) any transaction, purchase, good or service in respect of which ISUPPORTU provides, or provided, you with payment processing services in accordance with the Terms.

16. Representations and Warranties

Here’s the part where you promise that you are who you say you are, and that you will obey the law and our terms.

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (c) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or

personal identity under which you sell goods and services; (d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act (“HIPAA”); (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these Terms.

17. No Warranties

While we do our best to bring great products and services to our customers, we provide them as-is, without warranties. We are not responsible for any goods and services that you might buy or sell using ISUPPORTU’s services.

THE USE OF “ISUPPORTU” IN SECTIONS 17 AND 18 MEANS ISUPPORTU, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ISUPPORTU SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ISUPPORTU DOES NOT WARRANT, REPRESENT OR GUARANTEE IN ANY WAY THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FIT FOR ANY PARTICULAR PURPOSE.

ISUPPORTU does not warrant, endorse, guarantee, or assume responsibility or liability for any product or service advertised or offered by a third party. ISUPPORTU does not have control of, or liability for, goods or services that are paid for using the Services.

18. Limitations of Liability and Damages

As described below, if something bad happens because of your use of our services, our liability is capped.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ISUPPORTU BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF,

INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, ISUPPORTU WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL ISUPPORTU BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ISUPPORTU ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF ISUPPORTU IS LIMITED TO ONE MONTH OF THE COLLECTED MONTHLY SUBSCRIPTION FEE.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ISUPPORTU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

19. Third Party Products or Services

All third party hardware, banking services, communication services, accounting services, subscribed to services on your behalf, and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. ISUPPORTU MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

All third party service purchased or subscribed under the ISUPPORTU Branch Management Agreement are provided solely according to the warranty and other terms specified by the service provider or financial institution, who is solely responsible for servicing and supporting for its products and services. For service, support, or warranty assistance, you should contact the service provider directly. With regards to a banking issue, ISUPPORTU will represent you in resolving the issue or dispute. If outside council is required, you are responsible for the legal and/or accounting expense associated therewith. ISUPPORTU MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS OR SERVICES, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

20. Disputes

When you see the word “Dispute” in these terms, here’s what it means.

“Disputes” are defined as any claim, controversy, or dispute between you and ISUPPORTU, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), whether arising before or during the effective period of these Terms, and including any claim, controversy, or dispute based on any conduct of you or ISUPPORTU that occurred before the effective date of these Terms, including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

21. Binding Individual Arbitration

This section provides details about how we will resolve disputes through the arbitration process.

General. You and ISUPPORTU agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST ISUPPORTU. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you or ISUPPORTU agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration or suit, each party agrees to send to the other party a written Notice (“Notice”). Any Notice to ISUPPORTU should be sent by mail to ISUPPORTU, Inc., Attn: Arbitration Provision, 1066 Pacifico Lane, El Dorado Hills, CA 95762. Any Notice sent to you will be sent to the address on file for your account. The Notice must: (i) include your name and account number; (ii) provide detailed information sufficient to evaluate the merits of the claiming party’s individualized claim and for the other party to determine if an amicable resolution is possible; and (iii) set forth the specific relief sought, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages. Both parties agree that they will attempt to resolve a dispute through an informal negotiation within sixty (60) days from the date the Notice is sent. After that sixty (60) day period and not before, either party may commence arbitration. Each party agrees that state courts in the City and County of Sacramento, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph.

Scope of Arbitration. If we are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the “Arbitrator”) administered by the American Arbitration Association (<https://www.adr.org>) according to this Section and the **Commercial Arbitration Rules** for that forum, except you and ISUPPORTU will have the right to file early or summary dispositive motions and to request that the AAA’s Expedited Procedures apply regardless of the claim amount. Except as set forth above, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the General Terms and/or Additional Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the AAA, the other party may, in its sole discretion, inform the AAA that it chooses to have the Dispute heard in small claims court. At that time, the AAA will close the arbitration and the Dispute will be heard in the appropriate small claims court, with no fees due from the arbitration respondent.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. Any arbitration hearing will occur in Sacramento, California, at another mutually agreeable location or, if both parties agree, by telephone or videoconference. The Arbitrator’s award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. ISUPPORTU values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party’s claim. The Arbitrator’s decision and judgment thereon will not have a precedential or collateral estoppel effect.

Arbitration Fees. In accordance with the AAA Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. For purposes of this arbitration provision, references to you and ISUPPORTU also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

22. Governing Law

Our relationship is governed by the laws of California, federal law, or both.

These General Terms and any Dispute will be governed by the Federal Arbitration Act, as set forth above, and by California law and/or applicable federal law, without regard to its choice of law or conflicts of law principles.

23. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

24. Assignment

You may not transfer any rights you have under our terms of service to anyone else.

These General Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

25. Third Party Services and Links to Other Websites

While you're using our products and services, you may be offered services from third parties. We are not responsible for any issues you may have with them.

You may be offered services, products and promotions provided by third parties and not by ISUPPORTU, including, but not limited to, third party developers who use ISUPPORTU's services ("Third Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not ISUPPORTU. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by ISUPPORTU. Such third party websites are not governed by these General Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Notice is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

26. Third-Party Beneficiaries

No provision in these General Terms, and any applicable Additional Terms is intended or shall create any rights with respect to the subject matter of these General Terms, and any applicable Additional Terms in any third party.

27. California Businesses

If you are a “Business” as defined by the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., (“CCPA”) then this provision 27 applies to you. For purposes of this Section 27, “process”, “sell”, and “business purpose(s)” have the meaning ascribed to them by the CCPA.

a) For purposes of this Section 27, “Buyer Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household that is processed by ISUPPORTU in connection with its Services to you. Buyer Personal Information does not include information ISUPPORTU receives about your customers (“Buyers”) for purposes of ISUPPORTU’s digital receipt, customer directory and email marketing tools (“ISUPPORTU Buyer Features”). It does include information that your Buyer has provided you through appointments, invoices, or to receive Loyalty-related or promotional text messages.

b) We may receive Personal Information from Buyers for the purpose of performing Services on your behalf as described in these General Terms. We agree that we will process Buyer Personal Information collected, processed, stored or transmitted by, or accessible to us in the course of these General Terms, and other Applicable Terms of Service referenced above, only on your behalf, and for the purpose of providing you with the Services in these Terms and other applicable terms linked above based on the products you use. We acknowledge that we are prohibited from: (i) selling the Buyer Personal Information; (ii) retaining, using, or disclosing the Buyer Personal Information for any purpose other than providing to you the Services specified in these General Terms(s), and other applicable Terms of Service referenced above. As part of, and for purposes of, facilitating the Services, ISUPPORTU may (i) de-identify or aggregate the Buyer Personal Information; and (ii) process the Buyer Personal Information for operational purposes, including, without limitation, verifying or maintaining the quality and safety of the Services; improving, updating or enhancing the Services either for you or for our customers generally; detecting and preventing fraud, and for protecting the security and integrity of our Services; and complying with our legal obligations. You acknowledge and agree that Buyer Personal Information that you disclose to ISUPPORTU is provided to ISUPPORTU for the parties’ business purposes.

c) We reserve the right to delete Personal Information stored pursuant to these General Terms in the ordinary course of business, pursuant to our retention schedules.

28. Other Provisions

These General Terms, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and ISUPPORTU regarding the Services. In the event of a conflict between these General Terms and any other ISUPPORTU agreement or Policy, these General Terms will prevail and control the subject matter of such conflict. If any provision of these General Terms or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These General Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these General Terms will be deemed a further or continuing waiver of such term or any other term.