

## User Terms of Service

### 1. Assent to Terms.

PLEASE READ THE FOLLOWING TERMS OF SERVICE (“AGREEMENT”) CAREFULLY BEFORE ACCESSING AND USING THE SERVICES MADE AVAILABLE ON THIS WEBSITE (“SITE”) (THE SITE AND THOSE SERVICES ARE COLLECTIVELY REFERRED TO AS THE “SERVICE”). You signify your acceptance of these terms and conditions of service by clicking the “Accept” button and continuing to access or use this Site. **CINC SYSTEMS, LLC**, (“CINC”) reserves the right to modify the terms and conditions of access and use of this Site at any time, effective upon posting of an updated version of this Agreement on the Site. You are responsible for regularly reviewing this Agreement. Your continued use of the Service after any modifications to these terms and conditions of service will constitute your acceptance of any and all additional terms and conditions of service, as modified. If, at any time, you do not wish to accept the terms and conditions of service, you may elect not to acknowledge this agreement and discontinue use of the Service.

The terms of this Agreement are effective as of the date that you register, access, or use any of the Services (the “Effective Date”).

### 2. Use of Service and License.

This Agreement governs the terms and conditions around your use of the CINC Site and Services. The Service is provided to you solely as a convenience. You acquire absolutely no rights or licenses in or to the Service and materials contained within the Service other than the limited right to utilize the Service in accordance with the terms and conditions herein.

### 3. Account, Password and Security.

You are responsible for creating a password and account designation when completing the sign up process for the Service. It is your sole responsibility to maintain the confidentiality of your password and account, and you are fully responsible for all activities occurring under your password or account. You shall: (i) notify CINC immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CINC immediately and use reasonable efforts to stop immediately any copying or distribution of CINC content; and (iii) not impersonate another CINC user or provide false identity information to gain access to or use the Service.

CINC reserves the right to suspend or terminate your CINC account and refuse any and all current or future use of the Service. You may not use the Service for any illegal purpose or in any manner inconsistent with the Agreement.

CINC cannot and will not be liable for any damage or loss arising from your failure to comply with this Section.

#### 4. Privacy Policy

You agree to the terms of the CINC privacy policy (available at: <http://cincsystems.com>) as it may be updated by CINC from time to time.

#### 5. Term.

This Agreement will commence on the Effective Date and shall continue until terminated by either party.

#### 6. Intellectual Property.

CINC alone (and its licensors, where applicable) own all right, title and interest, including all related Intellectual Property Rights, in and to the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by CINC in providing the Service, the Site and all Site design, including but not limited to text, content, photographs, video, audio, interfaces, graphics and the selection and the arrangement thereof and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Site or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service or the Intellectual Property Rights owned by CINC SYSTEMS, LLC. The CINC SYSTEMS, LLC name, the CINC SYSTEMS, LLC logo, and the product names associated with the Service are trademarks of CINC SYSTEMS, LLC or third parties, and no right or license is granted to use them.

Any use of materials on this Site, other than as permitted under Section 2 of this agreement including reproduction, modification, distribution, or republication, without prior written permission of CINC is absolutely prohibited.

#### 7. Indemnification.

You agree that CINC shall have no liability whatsoever for any use you make of the Site and/or Service. You agree to indemnify and hold harmless CINC from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from your use of the Site and/or Service, or your breach of this Agreement.

#### 8. Limitation of Liability.

YOU AGREE THAT IN NO EVENT SHALL CINC BE LIABLE TP YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR SERVICE, EVEN IF CINC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE, OR (B) ANY DAMAGES RELATING TO THE SITE OR SERVICE, OR YOUR USE THEREOF.

FOR AVOIDANCE OF DOUBT, EXCEPT WHERE YOU COMMIT FRAUD OR MISUSE THE SERVICES: (i) IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOST PROFITS OR FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); AND (ii) IN NO EVENT WILL CINC'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED \$100 USD.

CINC WILL NOT BE RESPONSIBLE FOR ANY BREACHES OF DATA AND PRIVACY SECURITY OR UNAUTHORIZED USE OR ACCESS TO YOUR PERSONAL DATA OR FINANCIAL DATA BY PAYEE OR ANY OTHER PARTY ASSOCIATED WITH PAYEE.

CINC WILL NOT BE RESPONSIBLE FOR ANY DELAYS, ERRORS, FAILURES TO PERFORM, INTERRUPTIONS OR DISRUPTIONS IN THE SOFTWARE OR PAYMENT SERVICES CAUSED BY OR RESULTING FROM ANY ACT, OMISSION OR CONDITION BEYOND CINC'S REASONABLE CONTROL, WHETHER OR NOT FORESEEABLE OR IDENTIFIED, INCLUDING WITHOUT LIMITATION INTERNET ACCESS FAILURES, HARDWARD FAILURES, SOFTWARE FAILURES, CRIMINAL ACTS, ACTS OF GOD, STRIKES, LOCKOUTS, RIOTS, ACTS OF WAR, GOVERNMENTAL REGULATIONS, FIRE, POWER FAILURE, EARTHQUAKES, WEATHER, FLOODS OR OTHER NATURAL DISASTERS OR THE FAILURE OF CUSTOMER'S, PAYORS OR ANY THIRD PARTY'S HARDWARE, SOFTWARE OR COMMUNICATIONS EQUIPMENT OR FACILITIES.

Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

#### 9. Disclaimer.

**CINC AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SITE OR SERVICE. CINC SYSTEMS, LLC AND ITS LICENSORS DO NOT REPRESENT OR**

**WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS AND YOU ARE SOLELY RESPONSIBLE FOR THE RESULTS OF YOUR USE OF OR INABILITY TO USE THE SERVICE. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CINC SYSTEMS, LLC AND ITS LICENSORS.**

10. Internet Delays.

**CINC SYSTEMS, LLC'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CINC SYSTEMS, LLC IS NOT RESPONSIBLE FOR SUCH PROBLEMS.**

11. Jurisdiction and Governing Law.

You irrevocably agree that all actions or proceedings arising out of, from or related to these terms and conditions of service or the Service shall be litigated in local, state or federal court located in Gwinnett County in the State of Georgia. You further hereby consent and submit to the jurisdiction of any local, state or federal courts located within said state and hereby waive any right to transfer or change the venue of any such litigation. All actions or proceedings arising out of, from or related to Agreement or the Service shall be governed and controlled by application of the laws of the State of Georgia without regard to the choice or conflicts of law provisions.

12. Captions and Headings.

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

13. Severability.

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this agreement will remain in full force.

#### 14. Modification to Terms.

CINC reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Site. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

#### 16. Consent Representations and Warranties.

By acknowledging this agreement, you represent and warrant that you have read, acknowledge and agree to be bound by the terms of this Agreement. You further represent and agree that: (i) you have the power and authority to enter into this Agreement; (ii) you are at least eighteen (18) years old; (iii) you will comply with all US law regarding the transmission of any data obtained from the Service in accordance with the terms and conditions of service, (iv) you will not use the Service for illegal purposes, and (v) you will not interfere or disrupt networks connected to the Service.