

Checkbook Inc. Terms of Service - United States

These Terms of Service are a legal agreement ("Agreement") between you ("user," "you", "your") and Checkbook, Inc. ("Checkbook", "Checkbook.io", "we," "our", "us"). As used in this Agreement, "Service" refers to Checkbook's payment processing services, as well as our website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Checkbook, directly or indirectly. To use the Service, you must agree to all the terms in this Agreement.

Checkbook offers the Service through Checkbook's website and mobile applications and integrations with third-party websites and mobile applications ("Platform", "Platforms", "Platform Partners"). The Platform's terms of service and privacy policy apply to your use of the Platform, and this Agreement and Checkbook's Privacy Policy apply to your use of the Service.

This Agreement incorporates by reference all policies, notices, and other content that appear on our website at www.checkbook.io and/or any other website(s) that we inform you of (the "Website").

1. Relationship with Checkbook

Checkbook allows individuals, businesses, and nonprofit organizations to register with Checkbook. You must be eighteen (18) years of age or older. You may open an Account for a business or nonprofit organization only if it is legitimate and you have the authority to enter into this Agreement on its behalf. Your acceptance of this Agreement constitutes acceptance by the business or nonprofit organization.

Each Account must be linked to at least one verified U.S. bank account.

To register with Checkbook you need to provide information, including email address and a self-selected password, in order to create an account ("Account"). You are responsible for maintaining the secrecy and security of your Account access credentials and for any use of or action taken under them.

To registers a business or nonprofit organization you have to provide additional information, such as street address, telephone number, tax identification number (or social security number), and date of birth and other identifying information for at least one principal of the business. You agree to provide supplemental documentation upon request (including but not limited to: articles of incorporation, passports, driver's license or a business license).

You authorize Checkbook, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third party databases). You specifically authorize Checkbook to request a consumer report that contains your name and address.

You must provide accurate and complete information. If we cannot verify that this information is complete and accurate, we may deny your use of our Service or close your Account.

2. API Developer Relationship with Checkbook

Checkbook offers an application programming interface ("API") to retrieve information from or submit requests to Checkbook. If you use the Checkbook API to develop applications or integrate our Service into your website or mobile application, then the users that these applications or integrations serve are subject to the terms of this Agreement.

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Checkbook will issue you an access token for each user of your website or application who creates a Checkbook Account. You agree that access tokens are the property of Checkbook, and that misuse of access tokens by you or your users could cause substantial loss and damage to Checkbook.

3. Our Fees

Checkbook charges fees ("Fees") to use the Service as described in Appendix A. These Fees are collected directly by Checkbook or by a Platform Partner on Checkbook's behalf. The Platform Partner may also add additional fees. A Platform Partner may also charge fees that are collected by Checkbook on the Platform's behalf.

The Financial Services Providers ("FSP") that Checkbook partners with to complete the transaction processing may withhold these Fees from payments received by you. Refer to section 6 below for more information on the role that the FSP has.

Checkbook also charges fees for exceptions processing, such as for chargebacks. These fees are netted by the FSP against other funds due to you or debited by the FSP from your bank account.

You agree to pay Checkbook the Fees that are posted from time to time by Checkbook or the Platform. In general, Fees posted by Checkbook and the Platform are cumulative; however, in case of inconsistency, the Fees posted by the Platform apply.

Subject to the terms of this Agreement, we and the Platform reserve the right to change our Fees. By continuing to use the Service, you consent to the change in Fees. To withdraw your consent, you must close your Account.

4. E-Sign Disclosure and Consent

By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Checkbook Account and your use of the Service.

We will provide these Communications to you by emailing them to you at the primary email address listed in your Checkbook Account registration, by emailing you a link or instructions how to access them on a website, or (if permitted by law) by posting them on the Website.

5. Prohibited Activities

By registering with Checkbook, you also confirm that you will not accept payments or use the Service in connection with the following activities, items or services:

Adult content, bail bonds, bankruptcy lawyers, check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant, credit counseling or credit repair agencies, credit protection or identity theft protection services, counterfeit or possibly counterfeit goods, debt collection, consolidation, or reduction services, distressed property sales and marketing, door to door sales, drugs, alcohol, or drug paraphernalia, or items that may represent them, factoring, liquidators, bailiffs, bail bondsmen, financial

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services such as cash advances, loans, prepaid cards, wire transfers, or sales of money orders or foreign currency, gambling or betting, including lottery tickets, casino gaming chips, off-track betting, memberships on gambling-related internet sites and wagers at races, hate, violence, racial intolerance, or the financial exploitation of a crime, internet pharmacies or pharmacy referral sites, inbound or outbound telemarketing businesses including lead generation businesses, multi-level marketing businesses, pyramid or ponzi schemes, pharmaceuticals, including medical marijuana, obscene or pornographic items, prostitution, escort services, massage parlors and other explicit sexually related services, unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same, violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same, weapons, including replicas and/or ammunition.

In addition, you may not use the Service for:

- competing with Checkbook;
- transferring funds between bank accounts held in the same name.

If Checkbook determines that you have received funds resulting from fraud or a prohibited activity, those funds may be frozen, returned to the Payor, or seized.

In addition, if we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, your access to the Checkbook Service, and any of your transactions with law enforcement.

6. Our Role and Your Responsibilities

Checkbook provides hosting and data processing services for our users. Checkbook is a Payment Service Provider ("PSP"), not a bank, money transmitter, or Money Services Business ("MSB"), and we do not offer banking or MSB services as defined by the United States Department of Treasury. Specifically, Checkbook acts as your (i.e. Payee's) agent in so far as collecting payments/funds from Payors. Checkbook will inform you when it has collected funds/payments from your Payors and you agree to credit your Payors' accounts at the time Checkbook provides such confirmation.

As a PSP, Checkbook collects, analyzes and relays information generated in connection with payments to and from our users. You authorize Checkbook to provide this information to the FSPs that Checkbook partners with, in order for the FSP to facilitate payments from/to our users through the various payment networks ("Network", "Networks"), including ACH and Check 21, as applicable. As a result, the FSP - and not Checkbook - actually conducts the settlement of Network transactions from/to our users. Checkbook does not at any point hold or own funds in connection with the Service, nor does Checkbook transmit money or monetary value. In connection with the Service, Checkbook does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The FSP is the party with sole responsibility for conducting the settlement of funds between our users.

In order to act as a PSP, Checkbook must enter into agreements with Networks and FSPs. You are not a third-party beneficiary of these agreements. Each of the Networks and FSPs is a third-party beneficiary of this Agreement and has beneficiary rights, but not obligations, and may enforce this Agreement against you. Some of these third parties may require a direct agreement with you. If you are required to enter into such an agreement and, if you decline to do so, we may suspend or terminate your Account.

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If you are using the Checkbook Recurring Payments or Invoices feature, you agree that it is your responsibility to comply with applicable laws, including the Electronic Funds Transfer Act (Regulation E), including by capturing your customers' agreements to be billed on a recurring basis. You may not resell any hardware provided to you by Checkbook or a third party for use with the Service.

Notwithstanding Checkbook's assistance in understanding the Operating Regulations and Network Rules, you expressly acknowledge and agree that you are assuming the risk of compliance with all provisions of the Operating Regulations and Network Rules, regardless of whether you have possession of those provisions. We can provide you with excerpted provisions of the Network Rules upon your request.

7. Your Payment Authorization

You authorize the FSP to hold, receive, disburse and settle funds on your behalf. Your authorization permits the FSP to generate a paper draft or electronic funds transfer to process each payment transaction that you authorize.

You authorize the FSP to initiate electronic Network entries to each bank account for which you input or enable the retrieval of the routing number and account number on Checkbook's website, mobile app or any other ingress point such as through one of our Partners, and to initiate adjustments for any transactions credited or debited in error. You agree to be bound by the Network Rules, and you agree that all Network transactions that you initiate will comply with all applicable law.

Your authorization will remain in full force and effect until you notify us that you revoke it by contacting Checkbook Customer Support in accordance with instructions on our website or by closing your Account. You understand that Checkbook requires a reasonable time to act on your revocation, not to exceed five (5) business days.

8. Underwriting and Sharing Information

We may share some or all of the information about you and your transactions with our FSP(s), Networks and our other partners (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with Checkbook, to operate and promote their respective networks, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. At any time, Checkbook, its FSP processor or its other partners may conclude that you will not be permitted to use Checkbook.

You agree that Checkbook is permitted to contact and share information about you and your Account with banks and other financial institutions. This includes sharing information (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct Checkbook's risk management process.

9. Transactions

Upon the release of transaction information by Checkbook, a Payor will be debited or charged by the FSP. You agree that the Payor's obligation to the recipient is treated as paid after processing has been initiated by

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the FSP and the transaction enters the "Completed" status in Checkbook. After the initiation of processing by the FSP, you agree not to attempt to collect or otherwise seek payment from the Payor, because you agree that Payor's obligation to you has been conclusively discharged. Transactions may stay in a "Pending" state before "Completed" if Checkbook is reviewing a transaction for risk purposes. Transactions in this state should not be treated as paid until they are "Completed".

Transactions may be disputed by the Payor at any time up to the number of days stipulated in applicable Network regulations from the date the transaction appears in the Payor's bank account. Disputes resolved in favor of the Payor may result in reversal of the disputed transaction, regardless of state.

Checkbook reserves the right to limit or restrict transaction size or volume at any time. If you would like to increase your limits, please contact Customer Support. Upon receiving this request, Checkbook will conduct a review of your Account, and decide whether to lift or remove these limits.

10. Payout Schedule

The FSP will transfer funds to your bank account according to the typical schedule applicable to the specific Network used to transfer the funds. Regardless of the Network used to transfer the funds, the FSP will transfer funds to your bank account no more than thirty (30) days after funds settle to the FSP, subject to any "Reserve" imposed under Section 11 below. If the FSP cannot transfer the funds to your bank account (due to inaccurate or obsolete bank account information entered by you, or for any other reason), Checkbook may refund the funds to the Payor or escheat them pursuant to Section 14 below. Neither the FSP, Checkbook, nor the Payor will have any liability to you for funds so refunded.

Settlements to a bank account may be limited or delayed based on your perceived risk and history with Checkbook. If you would like to request an increase to your settlement limit, please contact Checkbook Support. Upon receiving this request, Checkbook will conduct a review of your account. Checkbook will consider a variety of factors in making this decision and will make this determination at its sole discretion.

Should Checkbook need to conduct an investigation or resolve any pending dispute related to your Account, the FSP may defer payout or restrict access to your funds for the entire time it takes us to do so. The FSP may also defer payout or restrict access to your funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity.

Furthermore, if Checkbook or the FSP suspects future chargebacks or disputes as a result of transactions to your Account, the FSP may defer payout and/or restrict access to your funds until Checkbook or the FSP reasonably believes, in their sole discretion, that the risk of receiving a chargeback or dispute has passed. All settlements to Merchants are subject to review for risk and compliance purposes and can be delayed or postponed at Checkbook's sole discretion.

11. Reserve

At any time and from time to time, the FSP may temporarily suspend or delay payments to you and/or designate an amount of funds that the FSP must maintain in your Account ("Reserve") to secure the performance of your payment obligations under this Agreement. We may require a Reserve for any reason, including high chargeback risk or indications of performance problems related to your use of the Service.

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The Reserve will be in an amount as reasonably determined by us to cover anticipated chargebacks, returns, unshipped merchandise and/or unfulfilled services or credit risk based on your processing history or such amount designated by our processor. The Reserve may be raised, reduced or removed at any time by Checkbook, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in Checkbook's favor, or otherwise as Checkbook or its processor or the FSP may determine or require. If you do not have sufficient funds in your Reserve, the FSP may fund the Reserve from any funding source associated with your Account, or from any other Account under your control or any funding source associated with such other Account, including but not limited to any funds (a) credited to your Account, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered with us.

You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Agreement, including without limitation for any reversals of deposits or transfers made to your Account. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to your Reserve.

12. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld, in connection with your use of the Service. You are solely responsible for collecting, withholding, reporting and remitting correct any taxes to the appropriate tax authority. Checkbook is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report or remit any taxes to any tax authority arising from your use of the Service.

13. Refunds and Returns Provided by You

You agree to process returns of, and provide refunds and adjustments for, goods or services through your Checkbook Account in accordance with this Agreement and the Operating Regulations and Network Rules, as applicable. The Operating Regulations require that you will (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to Payors at the time of purchase, (c) not give cash refunds to a Payor in connection with a payment processed through our Service, unless required by law, and (d) not accept cash or any other item of value for preparing a sale refund through the applicable Network. Your refund policies must be the same for all payment methods.

14. Liability for Chargebacks (ACH)

The amount of a payment may be charged back to you if (a) it is disputed by a Payor, (b) it is reversed for any reason, (c) it was not authorized or we have any reason to believe that the transaction was not authorized, or (d) it is unlawful, suspicious, or in violation of the terms of this Agreement. You are responsible for all chargebacks, whether or not the chargeback complies with the Operating Regulations.

15. How Checkbook Handles Chargebacks (ACH)

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You owe us and will immediately pay us the amount of any chargeback and any associated Fees, fines, or penalties assessed by our partner FSP(s) or Networks. If you do not have sufficient funds in your Account, we will have the remedies set forth in "Our Set-off and Collection Rights" below. If you have pending chargebacks, the FSP may delay payouts to you.

Further, if we reasonably believe that a chargeback is likely with respect to any transaction, the FSP may withhold the amount of the potential chargeback from payments otherwise due to you under this Agreement until such time that: (a) a chargeback is assessed due to a Payor's complaint, in which case the FSP will retain and refund the funds; (b) the period of time under applicable law or regulation by which the Payor may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur.

If we determine that you are incurring an excessive amount of Chargebacks, Checkbook or the FSP may establish controls or conditions governing your Account, including without limitation, by (a) assessing additional Fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Service or closing your Account.

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Service. To that end, you permit us to share information about a chargeback with the Payor, the Payor's financial institution, and your financial institution in order to investigate and/or mediate a chargeback. We will request necessary information from you to contest the chargeback. If the chargeback is contested successfully, we will release the reserved funds to you. If a chargeback dispute is not resolved in your favor by the Networks or issuing bank or you choose not to contest the chargeback, we may recover the chargeback amount and any associated fees as described in this Agreement. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) days of our request, may result in an irreversible chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating chargeback disputes.

16. Our Set-Off and Collection Rights

To the extent permitted by law, the FSP may set off any obligation you owe us under this Agreement (including chargebacks) against any credit in your Account or against any amounts due to you. All Fees are deducted first from the transferred or collected funds and thereafter from your Account. If you do not have sufficient funds, the FSP may collect from any funding source associated with your Account, or from any other Account under your control, or from any funding source associated with such other Account, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered with the FSP. Your failure to pay in full amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1-1/2%) per month or the highest rate permitted by law. In its discretion, Checkbook may make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

17. Dormant Accounts

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If there is no activity in your Account (including access or payment transactions) for a period of time we may give you the option of keeping your Account open or close it. If you do not respond to our notice within the time period specified in the notice, we may close your Account.

18. Privacy and Security

Your privacy is very important to us. By accepting this Agreement, you confirm that you have read, understood and accepted our Privacy Policy.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss 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.

19. Termination

If your Checkbook Account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Service and to remove all logos from your website and wherever else they are displayed, (c) that the license provided under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers, and (e) that Checkbook shall not be liable to you or any third party for termination of access to the Service, deletion of your information or Account data, or export of your information or Account data.

You may terminate this Agreement by closing your Checkbook Account at any time. When you close your Checkbook Account, any pending transactions will be cancelled. Any funds that the FSP is holding in custody for you at the time of closure, less any applicable Fees, will be paid out to you according to your payout schedule, assuming all payout-related authentication requirements have been fulfilled (for example, you may not close your Checkbook Account as a means of evading your payout schedule). If an investigation is pending at the time you close your Checkbook Account, the FSP may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds in dispute, the FSP will release those funds to you.

We may terminate this Agreement and close your Checkbook Account for any reason or no reason at any time upon notice to you. We may also suspend the Service and instruct the FSP to suspend access to your Checkbook Account (including the funds in your Checkbook Account) if you (a) have violated the terms of the Checkbook's policies or this Agreement, (b) pose an unacceptable credit or fraud risk to us, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

We will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of the Service. Any termination of this Agreement does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement.

20. Your License

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Checkbook grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Service solely to accept and receive payments and to manage the funds you so receive. You will be entitled to download updates to the Service, subject to any additional terms made known to you at that time, when Checkbook makes these updates available.

You may not, nor may you permit any third party to, do any of the following: (i) access or monitor any material or information on any Checkbook system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with Checkbook referencing this section that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from Checkbook; (iii) permit any third party to use and benefit from the Service via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by our other users, or impose an unreasonable or disproportionately large load on our infrastructure

21. Checkbook's Intellectual Property Rights

The Service is licensed and not sold. The Service is protected by copyright, trade secret and other intellectual property laws. Checkbook owns the title, copyright and other worldwide intellectual property rights in the Service and all copies of the Service. This Agreement does not grant you any rights to Checkbook's trademarks or service marks, nor may you remove, obscure, or alter any of Checkbook's trademarks or service marks included in the Service.

22. Indemnity

You will indemnify, defend and hold us and our processors and partners harmless (and our and their respective employees, directors, agents, affiliates and representatives) 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 any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party 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 this Agreement, including without limitation any violation of our policies or the Operating Regulations; (b) your wrongful or improper use of the Service; (c) any transaction submitted by you through the Service (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any law, rule or regulation of the United States or any other country

23. Disclaimer of Warranties by Checkbook

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Checkbook OR THROUGH THE SERVICE WILL CREATE ANY

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WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, Checkbook, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS AND THE BANK (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Checkbook DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND Checkbook WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

All third party hardware and other products included or sold with the Service 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 or distributor directly. CHECKBOOK.IO MAKES NO 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.

24. Limitation of Liabilities and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CHECKBOOK.IO, ITS PROCESSORS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) 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. UNDER NO CIRCUMSTANCES WILL CHECKBOOK.IO BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR CHECKBOOK.IO ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IN NO EVENT WILL CHECKBOOK.IO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD PARTY PRODUCTS OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT GIVES RISE TO ANY CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHECKBOOK.IO, ITS PROCESSORS, THE NETWORKS AND THE BANK (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, OR ANY DELAY IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY

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AN EVENT OR CONDITION BEYOND OUR CONTROL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL CHECKBOOK.IO, ITS PROCESSORS, AGENTS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

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

The Service is controlled and operated from facilities in the United States. Checkbook makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

25. Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact Checkbook Support with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration.

26. Binding Individual Arbitration

You and Checkbook agree to arbitrate all "Disputes," defined as any claim, controversy or dispute (whether involving contract, tort, equitable, statutory or any other legal theory) between you and Checkbook, including but not limited to any claims relating in any way to this Agreement (including its breach, termination and interpretation), any other aspect of our relationship, Checkbook advertising, and any use of Checkbook software or services. "Disputes" also include any claims that arose before this Agreement and that may arise after termination of this Agreement. Notwithstanding the foregoing, you or Checkbook may choose to pursue a claim in court and not by arbitration if you fail to timely pay amounts due. Checkbook may assign your account for collection, and the collection agency may pursue in any court of competent jurisdiction any claim that is strictly limited to the collection of past due amounts and any interest or cost of collection permitted by law or this Agreement.

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27. Governing Law

This Agreement and any Dispute will be governed by California law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction. Basically, This Agreement and any Dispute will be governed by California law and/or applicable federal law.

28. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within six months after the cause of action accrues.

29. Third Party Services and Links to Other Web Sites

If you decide to use third party services, including one of our Platform Partners, you will be responsible for reviewing and understanding the terms and conditions associated with them. You agree that Checkbook is not responsible for the performance of these third-party services. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Checkbook. Checkbook expressly disclaims any liability for these websites.

30. Amendment of Agreement

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the software or Service with notice that we in our sole discretion deem to be reasonable in the circumstances, including notice on our Website or any other website maintained or owned by us and identified to you. Any use of our software or Service after our publication of any such changes shall constitute your acceptance of this Agreement as modified. No modification or amendment to this Agreement shall be binding upon Checkbook unless in a written instrument signed by a duly authorized representative of Checkbook.

31. Other Provisions

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and Checkbook, and they describe the entire liability of Checkbook and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of the Service. In the event of a conflict between this Agreement and any other Checkbook agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall 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. The Agreement does not limit any rights that Checkbook may have under trade secret, copyright, patent or other laws. Checkbook's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

32. Survival



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Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

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Appendix A

The fees listed below apply to Services provided through our websites or mobile applications. Users that use our Service through a third party, including one of our Platform partners, might incur fees different from those shown below. Please contact the third party to confirm the fees you have to pay for our Service through the third party.

	Transaction ⁽¹⁾ Fee Type ⁽²⁾	Fee ⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾
1.	Services Transaction Fee	\$1.00 per online deposit transaction, including micro-deposit based bank account verification which will be treated as a single transaction. \$1.49 per USPS 1st Class Mailed paper check \$5.00 per USPS Certified Mail paper check \$30.00 per USPS Priority Express paper check
2.	Goods Transaction Fee	1% of total transaction \$ value
3.	Chargebacks (ACH)	\$25.00 per chargeback transaction
4.	Return Transactions (Check 21)	\$15.00 per return transaction

- (1) Transactions are invoiced to the originator. So, for example, sending an invoice and then receiving a Digital Check from the invoice recipient is a transaction associated with the entity sending the invoice.
- (2) Businesses are classified as either providing Services OR Goods but not both. Either all transactions pertaining to a business will be charged per the Services rate OR the Goods rate but not a combination or mix of two.
- (3) Checkbook Inc. reserves the right to negotiate custom prices with customers/clients/partners on a case-by-case basis. Those custom prices are subject to a separate agreement between Checkbook Inc. and the customer/client/partner.
- (4) Default fee invoicing is on a month-end basis with immediate automatic collection from the linked bank account, but Checkbook reserves the right to negotiate custom fee invoicing periods with customers/clients/partners. These are subject to a separate agreement.
- (5) Fee shown is for transaction amounts up to \$10,000.00 Transactions above \$10,000.00 might be charged differently. Please contact Checkbook for more information.
- (6) Only 1st Class Mail is currently available for paper check requests.

Effective Date: December 1, 2016