

AFFORDIFY, INC.
TERMS OF SERVICE

Last updated: December 10, 2019

Affordify, Inc. (referred to as “**Affordify**,” “**Company**,” “**us**,” “**we**” or “**our**”) provides an online and mobile platform accessible at www.affordifysolutions.com (and its sub-domains and successor websites) and through the Affordify mobile application (“**Site**”) that provides access to payment solutions for expenses incurred by customers owed to their merchant, doctor or hospital (“**Service**”).

The Service provides a platform for customers seeking to borrow money to finance their expenses to merchants, doctors and hospitals in order to access information about the available financing opportunities provided by the customer's merchant, hospital or doctor. Customers can use the platform to provide the information requested by the merchant, hospital or doctor as part of their application process for loan financing to qualifying Customers (“**Loan Financing**”).

These terms and conditions, together with all agreements expressly incorporated by reference (collectively, these “**Terms**”), govern your access to and use of the Service, including all content, functionality, and services offered on or through the Service, regardless of whether or not you create an account with us (an “**Account**”). The terms “**you**,” “**your**” or “**end user**” as used in these Terms means any person or entity acting as a Customer or otherwise using the Service, including by accessing the Site.

AFFORDIFY, INC. IS NOT A MONEY TRANSMITTER, MERCHANT, HOSPITAL OR DOCTOR OR LENDER AS THOSE TERMS ARE DEFINED OR UNDERSTOOD TO MEAN UNDER ANY U.S. STATE OR FEDERAL LAW OR REGULATION.

THESE TERMS REQUIRE THE USE OF BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ALL DISPUTES ARISING UNDER THEM, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

THIS IS A LEGAL AGREEMENT. BY CLICKING THE “ACCEPT” OR SIMILAR BUTTON OR TICK BOX, BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS, AS WELL AS OUR [PRIVACY POLICY](#) , ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK THE “ACCEPT” OR SIMILAR BUTTON OR TICK BOX, SIGN UP FOR AN ACCOUNT, OR OTHERWISE ACCESS OR USE THE SERVICE.

These Terms give you specific legal rights, and you may also have additional legal rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by Applicable Laws.

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1) Key Terms

THE SERVICE IS AN ONLINE AND MOBILE PLATFORM THROUGH WHICH CUSTOMERS MAY SEEK OPPORTUNITIES TO FINANCE EXPENSES FOR MONIES OWED TO MERCHANTS OR HEALTHCARE PROVIDERS THAT RENDERED SERVICES TO SUCH CUSTOMERS. YOU ACKNOWLEDGE AND AGREE THAT (A) YOU WILL BE REQUIRED TO ENTER INTO A DIRECT AGREEMENT WITH A MERCHANT, HOSPITAL AND/OR DOCTOR FOR THE PERFORMANCE OF ANY LOAN FINANCING, AND (B) THE SERVICE MERELY PROVIDES (I) INFORMATION ABOUT AND ACCESS TO LOAN FINANCING OPPORTUNITIES FROM YOUR MERCHANT, HOSPITAL OR DOCTOR THAT MAY BE AVAILABLE, AND (II) A PLATFORM FOR CUSTOMERS TO COMMUNICATE WITH THEIR MERCHANT, HOSPITALS DOCTORS WITH RESPECT TO LOAN FINANCING.

YOU UNDERSTAND AND AGREE THAT AFFORDIFY IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN MERCHANT OR HEALTHCARE PROVIDERS AND THEIR CUSTOMERS, NOR IS AFFORDIFY A MONEY TRANSMITTER, LENDER OR CREDITOR, OR ACTING ON BEHALF OF EITHER ANY MERCHANT, HOSPITAL OR DOCTOR IN CONNECTION WITH THE SERVICE OR OTHERWISE.

IF YOU CHOOSE TO USE THE SERVICE, OR INTERACT WITH OR ENTER INTO AN ARRANGEMENT WITH A MERCHANT, HOSPITAL OR DOCTOR, YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ACTING ON BEHALF OF OR FOR THE BENEFIT OF AFFORDIFY, AND YOU AGREE NOT TO DO ANYTHING TO MISLEAD ANY PERSON OR ENTITY TO THE CONTRARY. AFFORDIFY DOES NOT ENDORSE ANY MERCHANT, HOSPITAL OR DOCTOR OR REFER ANY MERCHANT, HOSPITAL OR DOCTOR TO ANY CUSTOMER OR VICE VERSA. AFFORDIFY DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL, YOUR ACTIVITIES RELATED TO: LOAN FINANCING, EITHER ON OR OFF THE SERVICE, OR ANY OTHER MATTERS RELATED TO LOAN FINANCING.

2) Eligibility; No Use by Minors

The Service is intended solely for users who are 18 years of age or older. By accessing or using the Service, you represent and warrant that (i) you are 18 or older and otherwise have capacity to contract and (ii) if you are accessing or using the Service on behalf of an entity, you have the authority to bind that entity to these Terms.

Use of the Service is void where prohibited. Affordify does not offer Service outside of the United States and the Service is intended for a United States audience and controlled and offered by Affordify from the United States. Affordify 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 are responsible for compliance with local law and Affordify expressly disclaims any responsibility or liability for any and all such use outside of the United States.

Ability to Receive Payments. Affordify may allow anybody (with or without a Affordify Account) to initiate a payment to an authorized Merchant. By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to a Merchant Account, you agree to all further terms of use of that functionality which Affordify will make available to you on any page on the Affordify website (including any page for developers and our Legal Agreements page) or online platform. Such further terms include the **Affordify Alternative Payment Methods Agreement**.

Liability for Invalidated Payments. When you send a payment, you are liable to the Merchant for the full amount of the payment sent to plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent, plus the applicable Fees of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment.

You agree to allow Affordify to recover any amounts due to Affordify or the Merchant by debiting your payment method. If there are insufficient funds with the payment methods on file, you must reimburse Affordify and the Merchant through other means. If a Chargeback is filed, the card issuer, not Affordify, will determine who wins the Chargeback.

3) **Privacy**

Our Privacy Policy governs the processing of all data collected from you in connection with your use of the Service. Please carefully review our [Privacy Policy](#) to learn about how we collect and use your data before accessing or using the Service.

AFFORDIFY WILL HAVE ACCESS TO YOUR LOAN FINANCING INFORMATION, INCLUDING ANY AMOUNTS FINANCED AND BILLED TO CUSTOMERS BY MERCHANTS, DOCTORS, HOSPITALS OR ANY FINANCIAL INSTITUTION FOR MEDICAL OR OTHER PROFESSIONAL SERVICES RENDERED.

4) **How the Service Works**

- (a) Overview. The Service is provided to Customers through Affordify on behalf of Merchants, Doctors and Hospitals. The Affordify Service enables Customers to find and evaluate loan financing opportunities offered by Merchants, Hospitals or Doctors. Through the Service, Customers can access and submit information from and to Merchants, Hospitals and/or Doctors, including loan information, loan applications and loan payment terms. Customers who obtain loans from Merchants or Healthcare Providers can also use the Service to make loan payments and to communicate with the Merchants or Healthcare Providers regarding loan payment plans and other loan-related issues. The Service also provides customer support on behalf of Merchants or Healthcare Providers to help answer questions from Customers with regard to how to use the Service.
- (b) Creating an Account. In order to get access to Loan Financing opportunities from your Merchant, Hospital and/or Doctor through the Service, you must first create an Account. To access the Service and set up an Account, you may be asked to provide certain registration details or other information. You represent and warrant that: (i) all required registration information you submit is correct, current, and complete; (ii) you will maintain the accuracy of such information; (iii) your use of the Service does not violate any Applicable Laws or regulation; (iv) all of your communications with the Merchant, Hospital or Doctor will be in good faith and truthful; and (v) your facility and the location from where you are accessing and using the Service is located in the United States. You agree that all information you provide to register for an Account, through the Service or otherwise, including but not limited to through the use of any Interactive Features of the Service is: (A) true and accurate and (B) is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- (c) Affordify reserves the right, at any time, and without prior notice, to remove or disable access to any Posting for any reason, including any Posting that violates these Terms, that Affordify finds objectionable for any reason, or otherwise violates or is harmful to the Service.

5) **Access to the Service**

Subject to your compliance with these Terms and your payment of any applicable Service Fees, Affordify or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Service. This license does not include any resale use of any Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Affordify or its licensors, suppliers, publishers, rights holders, or other content providers.

No Service, nor any part of any Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Affordify. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Affordify without the express written consent of Affordify. You may not use any meta tags or any other "hidden text" utilizing Affordify's name or trademarks without the express written consent of Affordify. You may use the Service only as permitted by law. The licenses granted by Affordify and your right to access and use the Service terminate if you do not comply with these Terms.

6) Due Diligence on Loan Financing Opportunities

Any information provided through the Service is intended to be useful information for you to evaluate and make your own decision as to whether or not to interact or enter into an agreement with a Merchant, Hospital or Doctor. Any such information is not an endorsement, certification or guarantee by Affordify that any Merchant, Hospital or Doctor is reliable, trustworthy or is able to or will perform any Collection Services. You acknowledge that using the Service is no substitute for performing your own due diligence as a Merchant, Hospital or Doctor with regard to any Merchant, Hospital or Doctor with which you may do business. Affordify does not represent that (a) it is providing any information to you that may be required by, or otherwise aid in your compliance with, any Applicable Laws (as defined in Section 8); or (b) you may rely on any information or other content on the Site as the basis for entering into any relationship with a Merchant, Hospital or Doctor; or pursuant to your use of the Service; however, each Merchant, Hospital or Doctor that has an Account with Affordify has represented that all information provided by such Merchant, Hospital or Doctor is true and accurate.

Any harm or damages that you may incur as a result of your failure to perform, or errors occurring in, your own due diligence on any particular Merchant, Hospital or Doctor will not be the responsibility of Affordify. We are not responsible for any damage, harm or other problems that may result from your use of the Service or products, services, or events you learn about through the Service. If you engage with a Merchant, Hospital or Doctor or other person or entity through the Service, you agree that you do so at your sole risk and are voluntarily participating and engaging in these activities.

7) Accuracy and Completeness of Information

Affordify is not responsible for any harm or damage that may occur if information made available on or through the Service by Affordify, any Merchant, Hospital or Doctor or any other person or entity (including certain information or other content from third parties), is not accurate, reliable, effective, complete, or current, and we make no endorsement, representation, warranty, or guarantee of any kind about any such content, information, services, communications, or recommendations including any information about any specific Merchant, Hospital or Doctor ("**Affordify Content**"). Such

Affordify Content is provided for general information only and should not be relied upon or used as the basis for making decisions without interacting with the Merchant, Hospital or Doctors directly. We do not represent, warrant, or guarantee that any Merchant, Hospital or Doctor, or other person or entity contributing to the Service is presenting accurate or complete information through the Service or otherwise.

8) Annual Percentage Rate (APR)

Affordify promotes full transparency and disclosure to all applicants on behalf of the Merchant, Hospital or Doctor for its financing program (the “Affordify Program”). To assure that applicants are aware of several key attributes of the Affordify Program, you hereby agree as follows:

- 1) Affordify account is NOT a credit card and is an in-house credit program. Affordify account is NOT an interest-free credit card.
- 2) At times, we may offer you special financing promotions for certain transactions (“special promotions”) on behalf of the Merchant, Hospital or Doctor. The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain special promotions that may be offered, in addition to reduced APR promotions with a unique payment calculation.

No Interest if Paid in Full Within 3 Months	For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the Purchase APR that applies to your account when the promotional purchase is made.
No Interest if Paid in Full Within 6 Months	
No Interest if Paid in Full Within 9 Months	
No Interest if Paid in Full Within 12 Months	
No Interest if Paid in Full Within 18 Months	At the time your account is opened, the Purchase APR is 15.99%.
No Interest if Paid in Full Within 24 Months	
No Interest if Paid in Full Within 36 Months	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the promotional purchase amount in full within the applicable promotional period. If you do not, interest will begin to be assessed on the promotional purchase effective the day after the promotional period ends. Minimum or fixed monthly payments are required. Regular account terms apply to non-promotional purchases and, after the promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers

may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

- 3) Payments are calculated by using a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. The daily rate for purchases is .04380% (APR 15.99%). Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.
- 4) The minimum due is calculated from the date of the transaction and dividing the transaction amount into equal monthly payments for the term of the promotional period as designated by the Merchant, Hospital or Doctor.
- 5) During the promotional period if one of the following events occur the promotional interest rate will be void and the APR will increase to the go to APR of 15.99%.
 - a) Make two consecutive late payments, or
 - b) Make a total of four late payments in a twelve month period, or
 - c) Make two payments that are returned within a twelve month period
 - d) The original promotional payment term has expired and a balance remains on the loan amount

9) Fees

We will charge a minimum setup fee of up to \$49.99 for each transaction on the date of the transaction.

We will charge a late payment fee of up to \$30 if we do not receive the total minimum payment due on your account by 1159 p.m. (ET) on the due date. This fee is equal to:

We will charge a Returned Item fee of \$20 for all returned payments.

We may charge you a research fee of \$3 for each copy of a billing statement that you request. We will not charge this fee if you request copies in connection with a billing dispute.

10) Payments

The Service provides Customers with a way to pay their expenses in connection with Loan Financing payment obligations to their Service Providers ("**Payments**"). Payments may include additional fees

imposed by your Service Provider in connection with things such as late payments. These additional fees will be set forth as a separate line item on your invoice.

There are many fees associated with your hospital, doctor, or merchant service. These fees are separate charges that the hospital, doctor, or merchant may charge. For example, your surgeon is a separate provider from the anesthesia team for your procedure; therefore there will be two separate charges.

Although some customers may have insurance coverage for their hospital or doctor visit, there may be fees that are the responsibility of the customer; such as deductibles and co-payment. It is a legal obligation to collect the deductibles & co-payment. It is up to you to determine whether you are covered for the services planned or provided by contacting your insurance company. If you do not have insurance your provider may provide you with a quoted fee schedule.

In some instances your Service Provider or Merchant may ask that you place a deposit of \$250 for your expenses and have a credit card on file for future expenses prior to your surgery or procedure. On occasion, the quoted fees by the hospital, doctor, or merchant may be less or more than the actual charges incurred. It may take up to 3-6 months of processing for you to receive the final payment statements from all parties involved.

Additional payment guidelines:

- You are authorizing your provider to charge your credit card for copays, deductibles and other charges due at the time of visit.
- You are authorizing your provider to charge your credit card for balances on your account not paid by insurance within 60 days. Your provider may notify you of the amount prior to charging your credit card.
- Some providers may expect full payment at the time of service if you do not have insurance and you may be billed for any remaining balance.
- You will be billed for patient responsibilities of co-insurance and/or deductible after the date of service once your insurance company processes the claim.
- We will contact you for payment or to set up a payment plan for the remaining balance prior to charging the credit card on file.
- Any overcharges will be refunded to you via check.

Each of our Payment Service Providers (defined below) accepts the Payment Methods listed in Section 9 below. For all payments, our Payment Service Providers will collect your payment method details and charge your payment method in connection with the amounts you are billed by your Hospital, Doctor or Merchant.

The Service may charge Customers fees to use the Service. Prices to use the Services are located on the Site at www.affordifysolutions.com.

You represent and warrant that (a) the Account, order, and payment method information you supply to us or our Payment Service Providers, as applicable, is true, correct and complete, (b) you are duly authorized to use such payment method for the expenses, (c) charges incurred by you will be honored by your payment method company, (d) you will pay all charges incurred by you at the posted prices, including all applicable taxes, if any, (e) you will not transfer the Service or password to anyone else, and (f) you will report to us any unauthorized or prohibited access or use of the Service through your Account.

If any of your Account, order, or payment method information changes, you agree to promptly update this information, so that we or our Payment Service Providers may complete your transactions and contact you as needed. We are not liable for any unauthorized use of your credit card, debit card, or other payment method by a third party in connection with your use of the Site or the Service.

11) Payment Services

Sending Payments. Sending Limits. We may, at our discretion, impose limits on the amount of payments you can send through the Affordify Services.

Default Payment Methods. When you make a payment, if you have not selected a Preferred Payment Method, Affordify will fund your transaction in this order (subject to availability based on your Payment Methods and country/region of registration):

- eCheck
- Debit card
- Credit card

You may be able to nominate a Preferred Payment Method in your Account Profile or select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment.

For a Preapproved Payment in these countries, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

Affordify may limit the Payment Methods available for a transaction. Some Payment Methods may not be available in certain circumstances, including:

- American Express may not be available as a Payment Method for certain merchants.
- Some credit cards may not be available as a Payment Method for certain merchants, such as those in the gambling industry; and
- Credit cards cannot be used to send Personal Payments.

- If the Preferred Payment Method fails (for example, a credit card or debit card expires) and your Affordify account cannot complete a transaction, it may be used again to try to complete the transaction. If the Preferred Payment Method in your Affordify account cannot complete a transaction after repeated attempts, each of the other payment methods available in your Affordify account may be used to try to complete the transaction.

Cards as Payment Methods. By adding a debit card or credit card as a Payment Method, you are providing Affordify with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile, when there is no Payment Plan linked to the card..

Preferred Payment Method. You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment. If eCheck is your Preferred Payment Method, it will be used to fund your Affordify payment, even if you have a balance.

Refused and Refunded Payments. When you send a payment, the recipient is not required to accept it. Any unclaimed, refunded or denied payment will be returned to your original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated the payment.

When you send a payment online using Affordify and the transaction is ultimately refunded, the money will be refunded to the original payment method you used for the transaction if you used a debit card or credit card. If you used a bank account as the payment method for the transaction, we will refund the money to your bank account via mail.

Merchant Processing Delay. When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days.

Preapproved Payments. A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within two (2) Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.

Notice for Certain Preapproved Payments. If a Preapproved Payment will vary in amount and is made using an eCheck, debit card Payment Method, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 2 Days before the transfer is made. If the Merchant

provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.

Stopping a Preapproved Payment. You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying Affordify. You will be required to update the preferred payment method to ensure the Preapproved Payment schedule is fulfilled according to the Merchant agreement. To stop a Preapproved Payment and update the payment method utilized, access the "Payment Plans" section of your Account Profile and follow the links to stop the payment for the payment method on file and update the preferred payment method. You may also stop a Preapproved Payment and update the preferred payment method by calling Affordify at 1-800-774-2201 (in the U.S.). Once you contact Affordify to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be fulfilled utilizing the new preferred payment method. If you update a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means.

12) Payment Methods

Payments can be made using ACH, commercial check, or wire transfer. All payments to Service Providers through the Service are made directly to Affordify or through one of our third-party payment service provider(s), currently Marqueta (each, a "**Payment Service Provider**"), which may offer the ability to pay with a credit card. If available, the list of credit cards available for use will be set forth on the Site for your information prior to making a payment. Affordify will not view or store your full credit card information. If you use a credit card to pay the Service Fees, you hereby consent that we may permit our Payment Service Provider(s) to store your credit card information for future charges to make your Payments through the Service. You also authorize us to submit charges to be charged to your credit card for Healthcare Payments on a monthly basis.

13) Linking from the Site, Social Media Channels or E-mail

Our Service or e-mails may contain links to other third-party sites that we do not control or maintain, including those from Service Providers. We are not responsible for the privacy practices of any third-party site, including that of any Merchant, Hospital or Doctor. If you follow a link from the Service or e-mails to another site or application, that site or application's privacy policies will govern any information that site or application collects about you. Please note when you leave the Service or an e-mail, and review the privacy statement at your destination before submitting any personal information.

14) Usage Restrictions

The rights granted to you in these Terms are subject to the restrictions in this Section. You hereby warrant, represent and agree that you will not use the Service or contribute any Affordify Content in the following manner: (i) rent, lease, sublicense, sell, transfer, assign, redistribute, host, or otherwise commercially exploit the Service or any part thereof; (ii) modify, make derivative works of, disassemble, reverse compile, attempt to find the source code of, or reverse engineer any part of the Service; (iii) access the Service in order to build a similar or competitive service; (iv) except as expressly stated herein, copy, reproduce, distribute, republish, download, post, display or transmit any part of the Service; (v) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter, interfere with or disrupt a computer or communication network, handheld device, mobile device, data, the Service, or any other system, device or property; (vi) access (or attempt to access) any of the Service by means other than through the interface that is provided by Affordify; (vii) access or use the Service in a way intended to avoid incurring fees; (viii) remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices); (ix) circumvent, disable, or otherwise interfere with the security or functionality of the Service or of features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or their content; (x) attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Service, the server(s) on which the Service is stored, or any server, computer, or database connected to the Service; (xi) infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (xii) violate any law, statute, ordinance, or regulation; (xiii) impersonate any person or entity, including without limitation any employee or representative of Affordify; (xiv) jeopardize the security of a user's Account or anyone else's Account; (xv) attempt, in any manner, to obtain the password, Account, or other security information from any other user; or (xvi) run Maillist, Listserv, or any form of auto-responder or "spam" on the Service or any processes that otherwise interfere with the proper working of the Service (including by placing an unreasonable load on the Service's infrastructure).

15) Termination

These Terms will remain in full force and effect so long as you continue to access or use any of the Service unless terminated under this Section. **Affordify may terminate your Account or your license to use the Service at any time, without warning, in its sole discretion, for any reason, including, but not limited to, your failure to abide by these Terms, our Privacy Policy, any other agreements incorporated by reference, or any other Affordify policies, or for non-payment of Service Fees to Affordify in accordance with these Terms.** Even after your Account or license to use the Service is terminated, these Terms and our Privacy Policy, including all of your obligations under these Terms and our Privacy Policy prior to such termination, will remain in full force and

effect and will govern any and all disputes arising out of your use of the Service. Accounts may not be transferred to any other person or entity.

Affordify reserves the right to suspend, or discontinue the Service or any part thereof with or without notice to you. You agree that Affordify will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service or any part thereof. The Service or any part thereof may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances.

16) Intellectual Property

The Service, and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, graphics, animation, video, and audio, and the design, selection, and arrangement thereof), are owned by Affordify, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You acknowledge and agree that Affordify and its licensors own all right, title and interest, including all intellectual property rights and other proprietary rights, in and to the Service, and no rights in the foregoing are transferred to you hereunder. The content of the Service may not be copied, disseminated, altered or made accessible to third parties for commercial purposes or by you for any other purpose than as expressly set forth in these Terms.

All Affordify trademarks, service marks, typefaces, company designs, logos and emblems on the Service and other Affordify materials are protected by trademark law. The marks and design elements used on the Service, and other Affordify materials are intellectual property of Affordify or its licensors. You will not copy, use, infringe upon, misappropriate or otherwise violate these marks and design elements. The Service may also display other product, service and/or company names that may be the trademarks of their respective owners.

17) Feedback

In the course of using the Service, you may choose to, or we may invite you to, submit information, comments, suggestions, or Ideas to us about you, your business, the Service, products, services, and marketing, including how to improve them (“**Ideas**”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction, and will not place Affordify under any fiduciary or other obligation. Affordify may use, exploit, copy, modify, publish, or redistribute the Ideas for any purpose and in any way without any compensation to you. You also agree that Affordify may have similar Ideas under development and does not waive any rights to use similar or related Ideas previously known to Affordify, developed by its employees or contractors, or obtained from other sources. Any Ideas submitted to us will be covered by our Privacy Policy.

18) User Submissions

By using the Service, you may have the opportunity to provide Affordify with information through interactive features Affordify may provide on or through the Service, including, without limitation, message boards, messaging/chat features, information sharing features (including the ability to e-mail information directly to other users), content sharing features, profiles, forums, and bulletin boards (collectively, “**Interactive Features**”) that allow users to post, submit, publish, display or transmit to other users, Affordify, or other persons, (“**post**”) information, data, content or materials, including, without limitation, any and all image(s), text, photograph(s), video(s), and sound recordings (“**User Submissions**”).

If you do post or submit User Submissions, and unless we indicate otherwise, you grant Affordify a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Affordify the right to use the name that you submit in connection with such content, at Affordify’s option. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Affordify for all claims resulting from content you supply. Affordify has the right but not the obligation to monitor and edit or remove any activity or content. Affordify takes no responsibility and assumes no liability for any content posted by you or any third party.

19) Copyright Policy

Affordify respects the rights of all copyright holders and has adopted and implemented a policy that provides for the removal of materials from the Service that infringe the rights of copyright holders. If you believe that any material on the Service infringes upon any copyright that you own or control, please provide Affordify’s Copyright Agent (as defined below) the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;

5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Affordify's Copyright Agent for notice of claims of copyright infringement on or regarding the Service can be reached via email at legal@affordify.com.

Counter-Notice. If you believe that your Affordify Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Affordify Content, you may send a counter-notice containing the following information to Affordify's Copyright Agent:

1. Your physical or electronic signature;
2. Identification of the Affordify Content that has been removed or to which access has been disabled and the location at which the Affordify Content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the Affordify Content was removed or disabled as a result of mistake or a misidentification of the Affordify Content; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in New York, New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by Affordify's Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Affordify Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Affordify Content provider, member or user, the removed Affordify Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Affordify's sole discretion.

20) Service Providers

We may use third parties to provide any of the Service, in whole or in part ("**Service Providers**"). Our Service Providers are independent contractors. You understand that each such service is not controlled by Affordify but rather by the Service Provider over which Affordify has no control or power. Affordify shall not be liable for the acts or omissions of such Service Providers and does not provide any representation, warranty or guarantee as to their services.

21) Technical Requirements

You are responsible for making all arrangements necessary to have access to the Service, including, as applicable, your use of a computer with adequate software or a supported mobile device with internet connectivity, and ensuring that all persons who access the Service through your computer are aware of these Terms and comply with them. We shall not have any responsibility or liability for any telephone, data or other costs you may incur.

22) Service Availability; Account Security

Service Availability. You acknowledge that the Service is not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive the Service in any given time or at all. The Service is subject to interruptions from time to time and failures for a variety of reasons beyond Affordify's control.

Account Security. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is private and agree to only provide access to the Account to those persons in your organization who need to access the Account in order to perform functions on your behalf ("**Authorized Users**"). You are at all times wholly responsible and liable for the acts and omissions of your Authorized Users. You agree to notify us immediately of any unauthorized access to or use of your Account, your username or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. You are responsible for all activity that occurs in association with your Account and for the confidentiality and security of any personal information and Affordify Content sent from or stored on your computer by the Service. Affordify is not liable for any losses or damages caused by your failure to maintain the confidentiality or security of your Account credentials or such personal information or Affordify Content.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

23) Applicable Laws

You acknowledge and agree that (a) your use of the Service does not serve as your compliance with Applicable Laws and will not violate any provision of any Applicable Laws to which you are subject or pursuant to which you conduct your business, and (b) you will comply with all Applicable Laws

when using the Service and when engaging in any activities with Hospital or Doctors, which may include, among other Applicable Laws

“Applicable Laws” means any (a) law, statute, regulation, ordinance, or subordinate legislation in force from time to time; (b) common law; (c) order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority (defined in next paragraph below); (d) directive, policy, guideline, rule, or order made or given by a Governmental Authority, of, in the case of items (a) through (d) above, any country, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

“Governmental Authority” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

24) Electronic Communications

When you use any Service, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on the Site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

25) Disclaimer of Warranties

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE IS PROVIDED BY AFFORDIFY ON AN “AS IS,” “WHERE IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. AFFORDIFY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF THE SERVICE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY RELIANCE ON OR USE OF THE CONTENT OR SERVICE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, AFFORDIFY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, SATISFACTORY QUALITY, AND QUIET ENJOYMENT. AFFORDIFY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. AFFORDIFY DOES NOT WARRANT THAT THE SERVICE, OR ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, OR THAT AFFORDIFY OR ITS HOSTING PROVIDERS' SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO AFFORDIFY PARTY WILL BE LIABLE FOR ANY LOSSES CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, EAVESDROPPERS, HACKERS, INTERCEPTORS, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT OR OTHERWISE DAMAGE YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, MOBILE DEVICE, OR ANY OTHER MATERIALS DUE TO YOUR USE OF THE SERVICE OR YOUR ACCESSING OR DOWNLOADING OF ANY MATERIAL AVAILABLE THROUGH THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE (OR ANY PART OF THE FOREGOING), OR ANY INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE OR ANY PART THEREOF (I) WILL WORK WITH ANY ASSOCIATED EQUIPMENT, DEVICES, SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES; (II) WILL DELIVER RESULTS THAT ARE INTENDED, ACCURATE OR RELIABLE; (III) WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE; OR (IV) WILL MEET YOUR EXPECTATIONS. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SERVICE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY RELIANCE ON OR USE OF THE SERVICE OR ANY INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE, IS AT YOUR SOLE RISK, AND AFFORDIFY HEREBY DISCLAIMS ANY AND ALL LOSSES, LIABILITIES, OR DAMAGES RESULTING FROM SUCH USE.

26) Indemnification

You agree to indemnify, defend and hold harmless Affordify, and its affiliates, subsidiaries, officers, directors, employees, agents, founders, investors, parents, service providers (and their affiliates), Healthcare Providers (and their affiliates) and consultants (collectively, the "**Affordify Parties**") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of these Terms; (ii) your use of the Service, including, but not limited to any use of Affordify's or its Service

Providers' content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Service; (iii) any inquiry or allegation by or on behalf of a Customer regarding harm to the Customer by you, by a third party on your behalf or by or on behalf of a Merchant, Hospital or Doctor; (iv) a Customer, Merchant, Hospital or Doctor, consumer or Government Authority inquiry, complaint or allegation in regards to harm to a Customer, including by way of misuse of personally identifiable information; (v) Affordify Content or Ideas you provide to Affordify; (vi) your violation of any Applicable Laws or the rights of any third party, including any harassment or abuse, false or misleading representations, unfair, deceptive or abusive practices, misuse of consumer reports, failure to ensure the accuracy or integrity of consumer information, or any handling of consumer disputes; (vii) infringement of any third party rights, including the right to privacy, publicity or any intellectual property rights; or (viii) any product or service offered or provided by you or on your behalf or the manner in which you conduct the services rendered to Merchants, Hospital or Doctors, Customers or any third parties. Affordify reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Affordify and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without the Affordify's prior written consent. Affordify will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

27) Limitation of Liability

IN NO EVENT SHALL THE AFFORDIFY PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING UNDER OR RELATING TO THE SERVICE OR YOUR USE THEREOF, OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), AND INCLUDING, WITHOUT LIMITATION, THOSE DAMAGES RESULTING FROM ANY (A) ERRORS, MISTAKES, OMISSIONS OR INACCURACIES OF CONTENT; (B) LOST CONTENT OR USER DATA (INCLUDING DUE TO UNAUTHORIZED DISCLOSURE, ACCESS TO, OR PROCESSING OF, PERSONAL DATA OR CONTENT); (C) PERSONAL OR BODILY INJURY, DEATH OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (D) UNAUTHORIZED ACCESS TO OR USE OF OUR HOSTING PROVIDER'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (E) LACK OF SECURITY, INVASION OR LACK OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY, OR DEFAMATION; (F) FAILURE, DISRUPTION, DELAY, DOWNTIME, UNAVAILABILITY, UNRELIABILITY, NON-PERFORMANCE, INTERRUPTION, OR CESSATION OF TRANSMISSION OF, TO, OR FROM THE SERVICE; (G) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE; (H) INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO USE OF OR ACCESS TO THE SERVICE; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;

COST OF REPLACEMENT OR RESTORATION OF ANY COMPROMISED CONTENT; (I) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE OR OTHERWISE PROVIDED IN CONNECTION WITH THE SERVICE; OR (J) ACT OR OMISSION OF A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DISRUPT SERVICE; IN EACH CASE, WHETHER CHOATE OR INCHOATE, WHETHER BASED ON STATUTE, WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AFFORDIFY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

WITH REGARD TO ALL OTHER CLAIMS, IN NO EVENT SHALL THE LIABILITY OF THE AFFORDIFY PARTIES EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE LESSER OF (I) YOUR ACTUAL DIRECT AND DOCUMENTED DAMAGES OR (II) US \$1000.

28) United States Only

ALTHOUGH OUR SITE MAY BE ACCESSIBLE WORLDWIDE VIA THE INTERNET, THE SITE AND THE SERVICE ARE CURRENTLY MADE AVAILABLE ONLY FOR USE WHERE LEGAL IN THE UNITED STATES. NEITHER THE SITE NOR THE SERVICE HAVE BEEN DESIGNED OR TESTED FOR USE IN OTHER COUNTRIES OR THE U.S. TERRITORIES OR POSSESSIONS. IF YOU CHOOSE TO USE THE SERVICE FROM OUR SITE OUTSIDE OF THE CONTINENTAL UNITED STATES, YOU DO SO AT YOUR OWN RISK AND ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THE APPLICABLE LOCAL LAWS OF YOUR COUNTRY.

29) Miscellaneous

(a) Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers, manufacturers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

(b) Governing Law

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

(c) Arbitration

YOU AND AFFORDIFY AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS SHALL BE FINAL AND BINDING ARBITRATION.

Either Affordify or you may demand that any dispute between Affordify and you about or involving your use of the Site must be settled by arbitration utilizing the Commercial Arbitration Rules of the American Arbitration Association (AAA) in New York, New York, USA, provided that the foregoing shall not prevent Affordify from seeking injunctive relief in a court of competent jurisdiction. Judgment on the award may be entered in any court of competent jurisdiction.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION OR CLAIM UNDER THESE TERMS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.

(d) No Assignment

These Terms, and all rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by Affordify without restriction. Any attempted assignment by you will be null and void.

(e) No Third Party Beneficiaries of the Terms

These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

(f) Notices

To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) by posting to the Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting to the Site will be effective upon posting. It is your responsibility to keep your e-mail address current.

To Us. To give us notice under these Terms, you must contact us at legal@affordifysolutions.com. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile

transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(g) Entire Agreement; Severability; No Waiver

These Terms, together with our Privacy Policy, any and all other agreements expressly incorporated by reference, and any and all other policies or legal notices published by Affordify regarding the Service (“**Agreement**”), constitute the entire agreement between you and Affordify concerning your use of the Service. If any provision of this Agreement is deemed invalid, unenforceable or void by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Affordify’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Affordify.

(h) Contact Information

To ask questions or provide comments on these Terms and our privacy practices, please contact us at legal@affordifysolutions.com.

If you have any questions regarding the Service please contact us at support@affordifysolutions.com.

(i) Changes to the Terms

Affordify will update these Terms from time to time. When we do, we will revise the “last updated” date at the top of this page. Affordify reserves the right, at any time, to modify or change the Service, including the Service Fees, without notice to you. We reserve the right to modify the contents of the Service at any time, but we have no obligation to update any information on the Service. You agree that it is your responsibility to monitor changes to the Service. For changes to these Terms that we deem to be material, we will notify you by placing a prominent notice on the homepage of the Site. If at any time you do not agree to these Terms, please do not access or use any of the Service. Your continued use of the Service after a posted change in these Terms will constitute your acceptance of and agreement to such changes.