

TRANSCIPTA NETWORK TERMS OF SERVICE

By creating a Transcepta account or using the Transcepta Network Service (the "Service"), you (on behalf of your organization) accept and agree that these Terms of Service govern your use of the Service, including the Transcepta Network portal, to participate in electronic transaction exchange with your customers who also participate in the Transcepta Network.

- 1. License.** You may use the Service solely in accordance with the instructions and restrictions in these Terms and at [https://archive.transcepta.com/resources/Transcepta Terms of Service.pdf](https://archive.transcepta.com/resources/Transcepta%20Terms%20of%20Service.pdf), as may be modified from time to time. Transcepta will notify you of any changes to such instruction and restrictions, which notification may be posted through the Transcepta Network.
- 2. Term.** You may stop using the Service at any time for any reason. Either party may terminate these Terms for convenience upon 30 days' advance written notice to the other party. You may not use the Service after termination.
- 3. Responsibilities.** You are responsible for your use of the Service and your relationship, contracts and business dealings with your customers and your financial institutions. Transcepta is not a party to any agreements you have with your customers or your financial institutions, and Transcepta is not responsible for (i) any payments or other obligations owed to you by your customers or any financing you may obtain from your financial institutions or (ii) any actions or inactions of your customers or financial institutions. Transcepta is not responsible for any external links or their corresponding services or advertisements on its Website.
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- 7. Miscellaneous.** These Terms, including its linked documents, constitutes the entire agreement between you and Transcepta and supersedes any previous or contemporaneous agreements between you and Transcepta relating to your use of the Service. You also may be subject to additional terms and conditions that may apply when you use affiliated or other Transcepta services, third-party content or third-party software. Except as otherwise provided above, these Terms may only be modified in a writing signed by an authorized officer of each party. Notices sent to either party must be given in writing and will be deemed effective (i) one (1) business day after being sent by major commercial overnight courier to: (a) Transcepta at its principal address listed on its website; (b) you or your organization at the mailing address set forth in your registration or connection data; or (c) such other address as a party may give notice in the same manner set forth herein, or (ii) on the date Transcepta posts such notice through the Transcepta Network. You may not assign these Terms without the prior written consent of Transcepta. These Terms are for the sole benefit of the parties hereto and do not create any third-party beneficiaries, whether intended or incidental. The failure of Transcepta to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Sections 3 through 7 and the restrictions listed at [https://archive.transcepta.com/resources/Transcepta Instructions and Restrictions.pdf](https://archive.transcepta.com/resources/Transcepta%20Instructions%20and%20Restrictions.pdf) will survive the termination of these Terms. California law governs these Terms, without regard to its conflict of law provisions. The parties agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Orange, California. The prevailing party in any action to interpret or enforce these Terms is entitled to its reasonable attorneys' fees as well as all other remedies available to it. If any provision of these Terms is found to be legally unenforceable, that provision should be enforced to the maximum extent possible and any such unenforceability shall not prevent enforcement of any other provision of these Terms.

(last updated: March 26, 2020)