

# **SIMPLE SIGN-UP® TERMS OF USE AGREEMENT**

*Last Modified: May 14, 2015*

## **1. Terms of Use**

Welcome to the PaySimple Simple Sign-Up® Service (the “Service”). This Simple Sign-Up® Terms of Use Agreement (this “Agreement”) contains the terms and conditions upon which you, and the individual applying on your behalf (together, “You,” “Your” or “Applicant”), may use the Service. You agree to be legally bound by these terms and conditions.

## **2. Compliance with the Fair Credit Reporting Act**

By agreeing to these terms, you provide your express permission for PaySimple to obtain your personal credit report(s) for the sole purpose of reviewing your accounts and credit history in association with your application for a PaySimple System Account and associated third party ACH Payment Processing and Credit Card Payment Processing Merchant Accounts. PaySimple will comply with all applicable provisions of the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and all other applicable federal, state and local legislation, regulations and rules applicable to credit reporting. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

PaySimple is not a credit reporting agency. PaySimple and the Service accesses one or more credit reporting agencies and other data collection firms to collect additional information on the Applicant. This information is used in determining approval status, as defined by PaySimple and its partners. The F.C.R.A allows You to obtain from each credit reporting agency a disclosure of all the information in Your credit file at the time of the request. You will have sole responsibility for requesting this if You so choose. Full disclosure of information in Your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested through the Service are not intended to constitute the disclosure of information by a credit reporting agency as required by the F.C.R.A. or similar laws. Information on what credit bureau Your application was processed through, as well as reasons for acceptance or decline are available from PaySimple.

## **3. General Terms**

PaySimple maintains the Service to provide You with the ability to apply for enrollment in certain programs offered by PaySimple. In applying for said programs, You must submit information about You and Your business. This Agreement shall cover the terms of providing and managing that information. From time to time PaySimple may revise these terms and conditions. Revisions will be effective when posted or as otherwise stated. Additional terms and conditions may apply to the Service and PaySimple's membership and products, and for participation in PaySimple's affiliate program, contests or surveys.

PaySimple is not a credit bureau, a credit repair organization, or similarly regulated organization under other applicable laws, and does not provide credit or credit repair advice.

In connection with the Service, PaySimple accesses a number of credit reporting agencies and other types of services to collect data about You and Your business and to determine Your status using rules and definitions established and maintained by PaySimple. Credit reports, credit scores and similar results are not made available to You by PaySimple.

THE SERVICE, INCLUDING ALL CONTENT, PRODUCTS AND SERVICES MADE AVAILABLE THEREON OR ACCESSED IN CONNECTION THEREWITH, IS PROVIDED TO YOU "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER PAYSIMPLE NOR ITS AGENTS, AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, THAT AN APPLICANT WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO PAYSIMPLE'S CONTENT, PRODUCTS OR SERVICES OR THAT PAYSIMPLE'S CONTENT, PRODUCTS OR SERVICES WILL BE ERROR-FREE. IN ADDITION, PAYSIMPLE AND AGENTS, AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND INFORMATIONAL CONTENT. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICE, INCLUDING THE PRODUCTS, SERVICES AND CONTENT INCLUDED THEREIN, ARE AT YOUR OWN RISK. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER PAYSIMPLE NOR ITS AGENTS, AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO OR USE OF THE SERVICE (EVEN IF PAYSIMPLE OR ITS AGENTS, AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

## **4. Registration and Accurate Information; Updates**

If You decide to apply for enrollment via the Service, You may be required to register, provide personally identifiable information and create a personal username and password. You agree to

provide accurate information in Your registration and not to share Your password with third parties. You agree not to impersonate another person or to select or use a personal username or password of another person. You agree to notify PaySimple promptly of any unauthorized use of Your account and of any loss, theft or disclosure of Your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of Your account and Your right to use the Service. PaySimple shall have sole and final authority regarding the termination of Your account and Your right to use the Service.

If You elect to save Your personally identifiable information and create a personal username and password, You can access and update such information at any time prior to submission by accessing the Service as a returning user. The web address of the site to access Your stored information will be emailed to You after You create Your personal credentials. PaySimple is not responsible for the accuracy of the information You provide, or for the information it receives from credit bureaus and other services it uses to process applications for the Service. PaySimple cannot edit applicant data or results. If You believe that some of the information in Your credit report is inaccurate, You must contact PaySimple.

## **5. Privacy Policy**

Information submitted and stored in connection with Your use of the Service is subject to PaySimple's Privacy Policy, which can be found online at:  
<http://www.paysimple.com/privacy.html>

## **6. Term and Termination; Modification**

This Agreement will take effect at the time You click "I agree to the Simple Sign-Up® Agreement" and shall terminate upon the earlier to occur of (a) when You give written notice to PaySimple of Your intention to terminate Your use of the Service to the address set forth below, and (b) when PaySimple terminates Your account.

## **7. Possible Acquisition**

In the event of an acquisition of all or part of PaySimple by another company, or in the event that PaySimple were to sell or dispose of all or a part of the business, the acquirer would have access to the information maintained by the PaySimple business, which could include Your personal information, subject to applicable law.

## **8. Notices**

You must send any notices or other communications regarding the Service to PaySimple in writing via email at [billing@paysimple.com](mailto:billing@paysimple.com) or via facsimile at 303-496-642. PaySimple is a Delaware corporation based in Denver, Colorado. Except as otherwise provided, PaySimple may send any notices to You to the most recent e-mail address You have provided to PaySimple or, if

You have not provided an e-mail address, to any e-mail or postal address that PaySimple believes is Your address.

## **9. Applicable Law**

The laws applicable to the interpretation of these terms and conditions shall be the laws of the State of Colorado, United States, and applicable federal law, without regard to any conflict of law provisions. PaySimple does not provide credit reports to individuals. Those who choose to use the Service from outside the United States do so on their own initiative and are responsible for compliance with local laws. You agree that any and all disputes arising under this Agreement or out of PaySimple's provision of the Services to You, if submitted to a court of law, shall be submitted to the state and federal courts of Denver County, Denver, Colorado, United States.