



## GlobalPay Payee Manager Terms and Conditions

Convera UK Limited, itself or through certain other affiliated entities which offer payment services under the brand of "Convera" ("we" "us" "our") offers you access to our website ("site") on the following terms and conditions (the "Terms" or the "Agreement").

By selecting 'I ACCEPT' below, you agree to the following terms.

### Background.

We have made this web platform available to you as a convenience to our customers, to whom we, or one of our affiliates, provide payments and foreign exchange services. Our customers have requested us to make payments to you on their behalf. In order to make such payments, you must access the site and provide us with the information we and/or our third party service providers deem necessary. These Terms describe the terms and conditions applicable to your access to and use of the site. **In remitting payments on behalf of our customers, we, or our affiliate(s), act as service provider to our customers — not as a service provider to you.** We only accept and act upon payment instructions from our customers, and will not act on your payment instructions or otherwise act as a payment service provider to you.

**Payee Information.** You shall be solely responsible for the accuracy and completeness of your information. You acknowledge and understand that your failure to provide us with and maintain accurate information may result in a delayed or non-delivered payment(s).

### Security Procedures; Notices and Indemnity.

You agree to:

- comply with all security procedures governing the site; to keep all passwords secure; and to contact us immediately if any individual designated by you as authorized to represent you is no longer authorized to do so;
- notify us of all actual or suspected errors or inaccuracies in your information promptly after you become aware of or suspect the error or inaccuracy;
- indemnify, defend and hold us and our client; and their respective subsidiaries, affiliates, officers, employees and agents harmless from any claim or demand, including legal fees and expenses, in connection with or arising out of or related to (a) any inaccurate information provided by you, or (b) your (i) unlawful or negligent use of the site; (ii) intentional misuse of the site; or (iii) breach of these Terms.

### Intellectual Property.

You acknowledge and agree that all copyright and other intellectual property rights in and to the site are, and shall remain, our exclusive property. You agree not to permit use of the site by any third party. You agree not to directly or indirectly, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of the site.

### Disclaimer.

YOU UNDERSTAND AND AGREE THAT THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE SITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND ACCURACY OF DATA.



### **Limitation of Liability.**

YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS ARISING FROM OR RELATING TO YOUR USE OF THE SITE OR ANY OTHER MATTER RELATING TO THE SITE. OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW UNDER THIS AGREEMENT WILL NOT EXCEED \$5,000. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY. THEREFORE, ONLY IF REQUIRED BY APPLICABLE LAW, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

### **Data Confidentiality.**

You understand that (i) we may use and/or disclose the information you provide to us in order to provide services to our customers; (ii) we may share your information with our affiliates and third party service providers; (iii) your information may be transferred outside of the country where you are located. Our processing, use, disclosure, and storage of personal information will be consistent with the Convera Global Privacy Statement, which is presented to you alongside these Terms. If you elect not to disclose your information to us, or you do not agree to these Terms, then you will not be permitted to use the site.

### **Miscellaneous.**

- **Binding Effect.** You agree that these Terms shall be binding upon you and shall govern your use of the site. If any provision of the Agreement is unenforceable, it shall not affect the enforceability of any other provision thereof.
- **Amendments.** We may amend these Terms by posting the amended terms on the site.
- **Applicability of Payment Systems' Rules.** You agree to be bound by the rules governing the banking system in the country where you are located (in the United States, either the rules of the National Automated Clearing House Association "NACHA" and any applicable regional Automated Clearing House Association or the applicable clearing house or wire transfer system).
- **Governing Law.** These Terms are governed by the laws of England and Wales, without regard to choice of law rules. You agree that any dispute you may have against us must be resolved exclusively by a court located in London, England.
- **Force Majeure.** We shall not be liable for any failure or delay of performance arising out of a cause beyond our reasonable control.
- **No Waiver.** A delay or omission by us to exercise any right or power under these Terms shall not be construed to be a waiver thereof.
- **No Assignment.** Any assignment of these Terms without our prior written consent is void.
- **Compliance with Laws.** You agree to comply with all applicable laws, regulations, ordinances and codes.

PLEASE ACKNOWLEDGE YOUR ACCEPTANCE OF THESE TERMS BY CLICKING ON THE "I ACCEPT" BUTTON BELOW. YOU ARE NOT PERMITTED TO USE THE SITE IN ANY MANNER IF YOU DO NOT ACCEPT THESE TERMS.