

InstaPayment Terms of Service/Terms of Use (v1.2)

1. Acceptance of Terms of Use and Amendments.

By accessing or using this website, you agree to be bound by these Terms of Use. This document may be amended from time to time, with or without prior notice, and your accessing or use of this site at any point after such an amendment will serve as your agreement to be bound by such amendments. In addition, certain sections or services provided on this website may have their own rules which are incorporated into this document by this reference, and to which you also agree to abide.

2. Our Service.

Our website and any services provided to you on and through our website are being provided on an "AS IS" basis. You agree that the owners of this website exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this website and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

3. Your Responsibilities and Registration Obligations.

In order to use the functionality of one of our web sites, you must Register on the particular site or sites you wish to use, agree to provide truthful information when requested, and be at least thirteen (13) years of age for non financial service sites and at least eighteen (18) years of age to take advantage of our financial services. When registering, you explicitly agree to these Terms of Use both as they existed at the time of your registration, and as may be modified by us from time to time. The Terms of Use as they are currently in force and effect will be made available on this page.

4. Privacy Policy.

Registration data and other personally identifiable information that we may collect is subject to the terms of our [Privacy Policy](http://www.instapayment.com/PP.pdf), (<http://www.instapayment.com/PP.pdf>) which is incorporated into this document by this reference.

5. Password Security and Use of Your Email Address.

You are responsible for maintaining the confidentiality of your password and shall be responsible for all uses via your login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your user account or password. You must keep a valid email address in your registration information. You also agree that we may send you information regarding the administration of this website, changes in our services, and alerts regarding modifications to these Terms of Service or our Privacy Policy. Should we find that your email address is no longer functional, we reserve the right to terminate your registration immediately.

6. Your Conduct.

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided on or through this website, shall be the sole responsibility of the person providing the Content or the person whose user account is used. You agree that our website may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this website, nor for any error or omission.

You explicitly agree, in using this website or any service provided, that you shall not:

(a) provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this website or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;

(b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;

(c) collect or harvest any data about other users;

(d) provide or use this website and any Content or service in any commercial manner or in any manner that would involve unsolicited mail (regardless of the nature of the solicitation or information contained therein), "spam," chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;

(e) provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

7. Submission of Content on this Website.

By providing any Content to our website:

(a) you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed;

(b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 7;

(c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to edit, censor, refuse to publish, remove, or block access to any Content you provide at any time and for any reason, with or without notice or recourse to you.

8. Third Party Services.

Goods and services of third parties may be advertised and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

9. Indemnification.

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your provision of Content, your violation of these Terms of Use, or any other violation of the rights of another person or party.

10. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEB SITE AND ANY SERVICES OR CONTENT PROVIDED (THE "SERVICE") IS MADE AVAILABLE AND PROVIDED TO YOU AT YOUR OWN RISK. IT IS PROVIDED TO YOU "AS IS" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER US NOR ANY PARTICIPANT IN THE SERVICE IS PROVIDING YOU WITH PROFESSIONAL ADVICE UPON WHICH YOU SHOULD MAKE ANY FORM OF RELIANCE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND.

In some jurisdictions, our ability to limit liability in certain ways is restricted and therefore some of the limitations stated above may not apply to you.

11. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

In some jurisdictions, our ability to limit liability in certain ways is restricted and therefore some of the limitations stated above may not apply to you.

12. Reservation of Rights; No Legal Advice.

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our website, its content, and the goods and services that may

be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our website or service without our prior written consent. You understand and agree that nothing on this website should be considered legal advice, nor does the provision of general information about to laws or regulations constitute an attorney-client relationship. You acknowledge that you have been advised to seek qualified legal counsel in your jurisdiction.

13. Notification of Copyright Infringement.

If you believe that your intellectual property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, you should address your complaint to:

InstaPayment, Inc.

31240 La Baya Drive

Westlake Village, CA 91362

Phone: 866-632-4325 or email Webmaster@instapayment.com

To be effective, the Notification must comply with 17 U.S.C. 512(c)(3)(A) and include the following:

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 online 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 the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
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.

You understand and agree that notifications not in conformance with the requirements of 17 U.S.C. 512(c) may not be acted upon.

14. Applicable Law.

You agree that these Terms of Use and any dispute arising out of your use of this website or our products or services shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. By registering or using this website and service you consent and submit to the exclusive jurisdiction and venue of Ventura County, California, USA.

15. Miscellaneous Information.

(i) In the event that this Terms of Use conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Use will remain valid and intact; (ii) The failure of either party to assert any right under this Terms of Use shall not be considered a waiver of any that party's right and that right will remain in full force and effect; (iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this website or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred; (iv) We may assign our rights and obligations under this Terms of Use and we shall be relieved of any further obligation.

Last Updated: Tuesday, July 24, 2007