

Terms of Use & Privacy Policy

ALIASWIRE, INC.

WEBSITE TERMS OF USE

Effective Date: July 1, 2021

1. Acceptance of Terms of Use

Welcome to the Aliaswire website (the “Website”). The Website is provided by Aliaswire, Inc. (“Aliaswire,” “we,” “us” or “our”). By “Website” we mean we mean any Internet domain address where these Terms of Use are posted and all features, functionality, applications, content, and downloads that are operated by us and that are available through or interact with it, and/or post links to these Terms of Use. These Terms of Use govern your access to and use of the Website.

Please read these Terms of Use carefully before you use the Website.

By visiting or otherwise using the Website you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.aliaswire.com/privacy-policy/, incorporated herein by reference.

If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

2. Changes to Terms of Use

We may revise and update these Terms of Use from time to time and in our sole discretion, with or without notice. All changes are effective immediately when we post them and apply to all access to and use of the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Accessing the Website

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion and without notice. We are not liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to any or all users.

4. Ownership

The Website and its entire contents, features and functionality, including all information, software, text, displays, images, video and audio, and the design, selection, compilation and arrangement thereof, as well as the “look and feel” of the Website (collectively, the “Content”), are (and will continue to be) owned by Aliaswire, its licensors or other providers of such material and are protected by United States and international copyright, trademark, trade dress, patent, trade secret and other intellectual property or proprietary rights laws.

Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your use of the Website.

Aliaswire®, Billerpath®, Partnerpath®, We Put the Tech in Fintech®, Payvox®, Tracentives®, PayVus® and DirectBiller® and all related names, logos, designs and slogans are trademarks of Aliaswire or its affiliates.

You must not use such marks without the prior written permission of Aliaswire. All other names, logos, designs and slogans on the Website are the trademarks of their respective owners.

5. Limited License

Subject to your compliance with these Terms of Use, Aliaswire grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to the Aliaswire Licensed Elements (as defined below). You may only, for your personal, non-commercial, lawful use the following (collectively, the "Aliaswire Licensed Elements"):

(a) download (temporary storage only), display, view, use and/or print one copy of the Content (excluding source and object code) only for your personal, non-commercial use; and (b) if the Website includes a "Send to Friend," social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact. Except as expressly set forth in these Terms of Use, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of Content.

(i) Display, download, view, use, and play the Content on a computer or other internet enabled or permitted device and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

(ii) Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Website;

(iii) if the Website includes a "Send to Friend," social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;

(iv) If the Website includes a "Download" link next to a piece of content (including an image, an icon, a wallpaper, a music track, a video, an RSS feed), you may only download a single copy of such content to a single Device;

(v) If made available to you, obtain a registered personal account (and/or related username and password) on the Website and interact with the Website in connection therewith; and

(vi) Link to the Website from a website or other online service, so long as: (1) the links only incorporate text, and do not use any Aliaswire names, logos, or images, (2) the links and the content on your website do not suggest any affiliation with Aliaswire or cause any other confusion, and (3) the links and the content on your website do not portray Aliaswire or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening,

harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Aliaswire. Aliaswire reserves the right to suspend or prohibit linking to the Website for any reason, in its discretion, without advance notice or any liability of any kind to you or any third-party.

This limited license does not give you any ownership of, or any other intellectual property interest in, any Content, and may be immediately suspended or terminated for any reason, in Aliaswire's discretion, and without advance notice or liability. Any rights not expressly granted herein are reserved.

6. Website Use Restrictions

As a further condition of use of the Website, you agree that you will use the Website in compliance with all applicable laws and will not: (a) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Website by any means whatsoever or modify any Website source or object code or any software or other products, services, or processes accessible through any portion of the Website; (b) engage in any activity that interferes with a user's access to the Website or the proper operation of the Website, or otherwise causes harm to the Website, Aliaswire, or other users of the Website; (c) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Website or any feature that restricts or enforces limitations on use of or access to the Website or the Content; or (d) otherwise violate these Terms of Use or any applicable Additional Terms.

7. Accounts

In order to access or use some of the features on the Website, you may need to register with us or create an account.

If you register with us or create an account: (a) you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account; (b) the account may only be set up by an authorized representative of the individual that is the subject of the account; (c) usernames and passwords must be personal and unique, must not violate the rights of any person or entity and must not be offensive. We may reject the use of any password, username, or email address for any reason in our discretion; (d) you are solely responsible for your registration information and for updating and maintaining it; (e) you will immediately notify us at info@aliaswire.com if any unauthorized use of your account, password, or username, or any other breach of security (but you will remain responsible for any unauthorized use thereafter); and (f) you will not sell, transfer, or assign your account or any account rights.

The Website's practices governing any collection and use of your personal information resulting from Accounts are disclosed in our Privacy Policy. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the obligations in this Section 7. We do not review accounts for authenticity and are not responsible for any unauthorized accounts that may appear on the Website. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice. Such resolution may include deleting or disabling access to accounts, at any time, without notice.

8. Copyright and Intellectual Property Agent for Notice

The Website may contain materials posted by third parties. If you believe that any materials on the Website infringe any copyright or other intellectual property interest, please provide Aliaswire's Copyright and Intellectual Property Agent with the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work or other intellectual property interest that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Website;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or other intellectual property owner or authorized to act on the copyright or other intellectual property owner's behalf.

Aliaswire's Copyright and Intellectual Property Agent for notice of claims of copyright or other intellectual property infringement on the Website is our Website Administrator (please email info@aliaswire.com).

Note: The contact information above is provided exclusively for notifying Aliaswire of copyright or other intellectual property infringement.

9. Information About You and Your Visits to the Website

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

10. Third Party Links and Content

The Website may contain links, as part of third-party ads on the Website or otherwise, to or from third-party websites, contents or resources (collectively, "Linked Websites"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with Aliaswire. Aliaswire: (a) may have no control over the content, operations, policies, terms, or other elements of Linked Websites; (b) does not assume any obligation to review any Linked Websites; (c) does not endorse, approve, or sponsor any Linked Websites, or any third-party content, advertising, information, materials, products, services, or other items; (d) is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites; and (e) will under no circumstances be liable for any loss or other damage caused by the exhibition, distribution or exploitation of any information or content contained within these third-party Linked Websites. Any activities you engage in connection with any of the Linked Websites are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Linked Websites. Aliaswire disclaims all liability in connection therewith.

Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Website (including on or via Linked Websites or advertisements)

are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Aliaswire disclaims all liability in connection therewith.

11. Geographic Restrictions

The Website is operated from within the United States. We make no representation or warranty that the Website, or any content or other materials available on the Website, are appropriate or available for access or use in other locations. Those who access the Website from outside the United States do so on their own initiative and are responsible for compliance with local laws and regulations, if and to the extent such local laws and regulations are applicable.

12. Disclaimer of Warranties

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALIASWIRE DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. NEITHER ALIASWIRE NOR ANY PERSON ASSOCIATED WITH ALIASWIRE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE WEBSITE SHALL BE TO DISCONTINUE USING THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Limitation on Liability

IN NO EVENT WILL ALIASWIRE, ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE “ALIASWIRE PARTIES”) BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE) OR PUNITIVE DAMAGES, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE OR ANY ALIASWIRE PARTY WAS NEGLIGENT. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR WEBSITE USE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Class Action Waiver

AS PERMITTED BY APPLICABLE LAW, BOTH ALIASWIRE AND YOU WAIVE THE RIGHT TO BRING ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION, OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION REGARDING ANY DISPUTE BROUGHT BY ANYONE ELSE.

15. Jury Trial Waiver

AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL

WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

16. Indemnity

You shall indemnify and hold Aliaswire Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Aliaswire Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with your use of the Website and your activities in connection with the Website and your breach or alleged breach of these Terms of Use. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

17. Governing Law and Jurisdiction

Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Website, the Content, or these Terms of Use (collectively, "Dispute") shall be in Middlesex County, Massachusetts. Each party submits to personal jurisdiction and venue in Middlesex County, Massachusetts for any and all purposes.

These Terms of Use and any applicable Disputes, and any other claim related to the Website, Content, or Aliaswire Licensed Elements will be governed by, construed, and resolved in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A., without regard to its conflicts of law principles.

18. Miscellaneous

If any provision of these Terms of Use shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect.

The failure of Aliaswire to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. Any waiver of these Terms of Use by Aliaswire must be in writing and signed by an authorized representative of Aliaswire.

These Terms of Use constitute the entire agreement between Aliaswire and you, and governs the terms and conditions of your use of the Website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Aliaswire with respect to this Website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including the Privacy Policy), guidelines, or rules that may apply when you use the Website.

For the purposes of these Terms of Use: "including (include)" means "including (include), without limitation;" and "herein," "hereunder," and "hereof" refer to these Terms of Use, and not to the specific section in which that term occurs.

19. ContactUs; Questions

If you have any questions regarding these Terms of Use or the Website, you may contact us via e-mail at info@aliaswire.com or via phone at (617) 393-5300.

20. Accessibility

Aliaswire is committed to making the Website and Content accessible and user friendly to everyone. If you are having difficulty viewing or navigating the Content, or notice any Content, feature, or functionality that you believe is not fully accessible to people with disabilities, please contact us at aliaswire.com (with “Disabled Access” in the subject line of any e-mail) and provide a description of the specific feature you feel is not fully accessible or a suggestion for improvement. We take your feedback seriously and will consider it as we evaluate ways to accommodate all of our customers and our overall accessibility policies. While we do not control our third party vendors of digital content, we encourage such vendors to provide content that is accessible and user friendly.

© Aliaswire, Inc. 2021. All Rights Reserved. Privacy Policy

We recognize that you may be concerned about our use and disclosure of your personal information. Your privacy is very important to us, and the following will inform you of the information that we, Aliaswire, may collect from you, and how it is used. By using our Website, www.Aliaswire.com, you are accepting the practices described in this policy.

Information Collection

We may collect non-personal information, such as a domain name and IP Address. The domain name and IP address reveals nothing personal about you other than the IP address from which you have accessed our site. We may also collect information about the type of Internet browser you are using, operating system, what brought you to our Website, as well as which of our Web pages you have accessed.

Additionally, if you communicate with us regarding our Website or our services, we will collect any information that you provide to us in any such communication.

We may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Information Use

We use the collected information primarily for our own internal purposes, such as providing, maintaining, evaluating, and improving our services and Website, fulfilling requests for information, and providing customer support.

Security

We follow generally accepted industry standards to protect the information submitted to us, both during transmission and once we receive it.

If we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for “https” at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Cookies

We use “cookies” on this site. A cookie is a piece of data stored on a site visitor’s hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Sharing

We will not sell or otherwise provide the information we collect to outside third parties for the purpose of direct or indirect mass email marketing.

We will disclose personal information and/or an IP address, when required by law or in the good-faith belief that such action is necessary to:

Cooperate with the investigations of purported unlawful activities and conform to the edicts of the law or comply with legal process served on our company.

Protect and defend the rights or property of our Website and related properties.

Identify persons who may be violating the law, the rights of third parties, or otherwise misusing our Website or its related properties.

Please keep in mind that whenever you voluntarily disclose personal information online – for example through e-mail, discussion boards, or elsewhere – that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Ultimately, you are solely responsible for maintaining the secrecy of your personal information. Please be careful and responsible whenever you are online.

Links

This Website may contain links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Surveys & Contests

From time-to-time our site may request information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Consent

By using this Website, you consent to the collection and use of information as specified above. If we make changes to our Privacy Policy, we will post those changes on this page. Please review this page frequently to remain up-to-date with the information we collect, how we use it, and under what circumstances we disclose it. You must review the new Privacy Policy carefully to make sure you understand our practices and procedures.