

Corporate Network eCom, LLC Public Website Terms of Use

Corporate Network eCom, LLC (“eCom,” “we” and/or “us”) requires that all visitors (“you” and/or “your”) to this site (the “Site”) adhere to the following terms and conditions. Accessing the Site or viewing any of its contents shall constitute your acknowledgment of and agreement with these Terms of Use and any modifications hereof. We reserve the right to modify these Terms of Use at any time, effective immediately upon publication.

1. LAWS AND REGULATIONS

Except as specifically set forth in these Terms of Use, access to, and use of the Site is subject to all applicable international, federal, state, and local laws, and regulations.

2. COPYRIGHT/TRADEMARKS

All information contained on this Site, including designs, content and images, is owned by eCom and/or its licensors. “MemberPay,” “Corporate Network eCom,” “MobileMember” and all related designs and logos are trademarks of eCom (collectively the “Marks”). Other trademarks, logos and service marks displayed on the Site to identify the source of services and products are our property or the property of respective third-party owners. All information and content including any software programs available on or used to operate the Site (“Content”) is proprietary to its respective owner(s). You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any of the Marks or Content available on or through the Site for commercial or public purposes.

3. WEBSITE CONTENT/USE OF INFORMATION AND MATERIALS

Information available on the Site is provided for informational purposes only, as a courtesy to our visitors. Should you decide to take direct action based on general content provided on this Site, please be aware that you do so at your own risk. Every institution and/or individual has a different financial situation, and what applies ideally to one may have adverse consequences for another; you accept responsibility for all actions you take based on information provided on the Site. Content on the Site may vary based on a visitor’s demographics, preferences or other designating factors. Also, all services and products may not be available to all visitors. Your eligibility for particular products and services is subject to any and all agreements you may have with us and our final determination and approval. The information and materials contained on the Site and these Terms of Use are subject to change without notice.

4. DISCLAIMER OF WARRANTIES

ALL CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, COMPLETENESS, ACCURACY OR FREEDOM FROM COMPUTER VIRUS. WE DO NOT ENDORSE NOR ARE WE RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE OR A LINKED SITE BY ANY PARTY, OR (B) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A YOUR RELIANCE ON INFORMATION OBTAINED ON OR THROUGH THE SITE OR A LINKED SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE ON OR THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE AND OTHER CONTENT.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OR ANY OF OUR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (WHETHER CAUSED BY US, THE HARDWARE OR

SOFTWARE OR A SYSTEM-WIDE FAILURE), FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE, LOST OPPORTUNITY OR ANY OTHER LOSS OR INJURY) ARISING OUT OF OR IN CONNECTION WITH THE SITE OR WITH THE DELAY OR INABILITY TO ACCESS THE SITE OR USE THE INFORMATION OFFERED ON THIS SITE OR A LINKED SITE, EVEN IF WE ARE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT USERS' EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., IF YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE EVENT. WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE. IN STATES THAT DO NOT ALLOW EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

6. CONFIDENTIALITY OF VISITOR COMMUNICATIONS

Although this public site does not automatically collect personally identifying information about you, some linked sites may collect and store such information. It is your responsibility to read and be familiar with privacy policies that may affect your visits to any linked site. We recognize the importance of protecting the confidentiality of nonpublic personal information, which includes all personally identifying information that you provide to us. eCom restricts access to nonpublic personal information to designated personnel who need to know that information in order to provide products or services; and, eCom maintains physical, electronic, and procedural safeguards that comply with federal regulations to protect nonpublic financial information. Therefore, except as required by law, we will maintain the confidentiality of all communications that contain non-public personal information that you transmit directly to us. However, we may disclose nonpublic personal information about you to third parties:

- A. If we have entered into an agreement with another party to provide any or a portion of the services offered on or through this Site. In this case, we may provide that party with information about you;
- B. In order to comply with applicable laws, government agency rules, regulations or orders, court orders, subpoenas or any other legal process or in order to give information to any government agency; or
- C. If you otherwise give us specific permission.

Messages and postings by a visitor on any message board, through any e-mail link or in any chat room will not be protected as confidential and we may use and provide information contained in any such messages and postings (including any ideas, concepts, know-how or other intellectual property) to any of our affiliates for any purpose whatsoever and as deemed appropriate by us. We make no promises with respect to controlling discussions that may take place on any bulletin board, chat room or other method of communication, but we do reserve the right to monitor communications areas and remove or modify any material, at our sole discretion.

7. LINKED INTERNET SITES

We prohibit caching unauthorized links to the Site and framing of any Content available through the Site. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the content available on any other Internet sites linked to the Site. Accessing any other Internet sites linked to the Site is at your own risk. You should be aware that linked sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. We are not responsible for such provisions and expressly disclaim any and all liability related to such provisions.

8. SECURE-AREA ACCESS/DATA TRANSMISSION

Some visitors may access secure areas of the Site with a valid user ID and password related to agreements with us. Access to all secure areas is governed at all times by posted terms and conditions and all applicable agreements between you and us, or you and the respective third party offering the relevant service. Because of this Site's security system, should a visitor attempt to access a secure area more a designated number of times using an invalid user ID or password, that visitor will be locked out of such secure areas. To regain access to the secure areas a visitor must contact our customer service office. Information within the secure areas of the Site will use

commercially reasonable encryption technology, SSL technology and/or other security measures. The information will be transmitted among various secure computer systems in an effort to ensure that all information is transferred in a timely, efficient, and secure manner.

9. ACCESS TO PASSWORD PROTECTED/SECURE AREAS

Access to and use of password protected and/or secure areas of the Site is restricted to authorized visitors only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

10. VIOLATIONS OF TERMS OF USE

We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular Internet address to the Site.

11. USE OF "COOKIE" FILE FEATURES

This site does not store information on a visitor's computer in the form of a "cookie" or similar file for any purposes. Although some linked sites may use "cookies," for security reasons, we will not allow you to store your identifying name, user ID or password as a "cookie" on the computer system.

12. JURISDICTION/GOVERNING LAW

Visitors to this Site agree to submit to the laws of Lenexa, Kansas, USA and any applicable federal law but without regard to conflicts of laws principles.