

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN SPECIFIC DISCLAIMERS REGARDING WARRANTIES, LIABILITY, AND ARBITRATION. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AS THEY MAY BE AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE EXIT THE SITE IMMEDIATELY.

Thank you for visiting the website of Central Payments, LLC (“CP”). The CP website, including without limitation [<http://www.PayCP.com>], is comprised of various web pages and applications operated by CP (collectively, the “Site”). The Site allows you to redeem your rebate offered by our merchant partners through a variety of funds transfer options provided by our financial institution partner (the “Services”). By accessing and using the Site, you expressly acknowledge that CP is not a financial institution and, while the Site provides access to the Services, the Services are provided by and facilitated through financial institutions for which CP acts as a service provider.

These Terms of Use (“Terms of Use”) govern the Site, including any content, functionality, or the Services. If you do not agree to these Terms of Use, please do not access or use the Site or the Services. For purposes of these Terms of Use, the words “you” and “your” refer to any person or business who accesses or uses the Site or Services. “We,” “us,” or “our” shall refer to CP.

If you fail to comply with any of these Terms of Use, your permission to use the Site automatically terminates. We reserve the right, in our sole discretion, to refuse, suspend, or terminate your access to the Site at any time for any reason without notice. We shall not be held liable to you or any third party for any unauthorized use of the Site or termination of your access to the Site.

CP reserves the right to modify these Terms of Use, in whole or in part, at any time and to modify or amend the Site, including any link, embed, platform, widget, screen shot, or feature of the Site at any time without notice. Any change to these Terms of Use will be effective upon posting of such updated Terms of Use on the Site. The most current version of the Terms of Use will be available to you by clicking the link at the bottom of the Site. By continuing to access or use the Site or Services after the date of any change to these Terms of Use, you agree to be bound by such terms contained in the most recent version of these Terms of Use.

Use of Site

The Site is not directed towards children. If you are an individual accessing or using the Site, you are confirming that you are 18 years of age or older. If you are an individual under the age of 18 years old, please do not access or use the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including, but not limited to, the liability, indemnification, arbitration, and jurisdiction sections contained herein.

CP is NOT a bank, creditor, lender, or any other type of money transmitter, and therefore DOES NOT make loans or move funds in connection with the Services provided through the Site. Instead, CP acts as a service provider to financial institutions that offer Services through our Site. Please keep in mind the following when using the Site:

- The financial institution is solely responsible for providing the Services. You agree that we will not be liable for any penalties, damages or costs arising out of, or in any way connected with, your use of the Services.

- We collect and use your information in accordance with these Terms of Use and the privacy policy of the financial institution partner for whom we act as a service provider.

Unauthorized Use

Unauthorized use of this Site is prohibited. The following uses are expressly unauthorized:

- Gathering, monitoring, or copying any content on this Site by using any crawler, spyware, engine, robot, “bot,” spider, device, extraction tool, software, or any other utility, automatic device, or manual process of any kind without our express permission.
- Harvesting or otherwise collecting information about others including, without limitation, e-mail addresses or phone numbers, without their explicit consent.
- Interfering, or attempting to interfere, with the operations of the Site or using any device or software that will interfere, or attempt to interfere, with the operations of the Site.
- Attempting to circumvent Site security in any way; probing or testing the vulnerability of the Site or any network connected to the Site; or hacking, breaching, or attempting to breach any part of the Site, its security or authentication measures, or any network connected to the Site, including the content management system and source code.
- Uploading or submitting any data or information containing viruses, trojans, worms, malware, or any other computer code, corrupt file, program or component designed to interfere with this Site or its use, or the use of any software, hardware, networks, servers, computers, electronic devices, or other equipment of ours or any third party.
- Improperly assuming, claiming, impersonating the identity, characteristics, or financial information of another person or entity.
- Conducting or forwarding surveys, contests, pyramid schemes, or chain letters.
- Interfering or attempting to interfere with the use of the Site by other users.
- Violating any contractual obligations, applicable laws, regulations, or these Terms of Use in connection with the Site.
- Attempting to use the Site in connection with any illegal or fraudulent activity.
- Attempting to use this Site for any purposes other than those intended by us, as determined in our sole discretion.

Electronic Communications

Visiting the Site, submitting information to us through the Site, or communicating with us through emails or texts constitutes electronic communications. You consent to receive communications from us at any email address or telephone number you provide including, without limitation, via auto dialer or prerecorded voice message, and agree to notify us of any changes in your telephone number or email address. Except as otherwise required under applicable law, you agree that all agreements, notices, and other communications that we provide to you electronically, via email, text or on the Site, satisfy any legal requirement that such communications be in writing.

Identity Verification and Security

To access the Services, you will need to verify your identity using a passcode that is sent to your email address or telephone number. In connection therewith, you certify that:

- You have received and are eligible to redeem a rebate from the identified merchant partner.

- You are at least 18 years of age.
- Any information provided to us or our merchant or financial institution partners is and will be true, accurate, current and complete.
- You will keep your passcode confidential and will not allow anyone else to log in to the Site using your passcode or other rebate information.
- You are solely responsible for any and all activities that occur on the Site using your passcode or other rebate information, including by any person who accesses the Site with or without your authorization.
- You will comply with applicable laws when using the Site and Services.
- You will not use another individual's passcode or rebate information, provide false information, use any bots, or post or transmit viruses to or through the Site.

If at any time you believe that your passcode or rebate information has been compromised or is no longer secure, you agree to notify us immediately by contacting us at Dist-PartnerSuccess@central-payments.com or 1-844-404-0244. We expressly reserve the right to cancel, suspend, or deny access to the Site in our sole discretion.

When you register to use the Site, you authorize us to maintain your registration information and other information that may be collected about you in accordance with these Terms of Use and, as applicable, the privacy policy of the financial institution partner for whom we act as a service provider.

Trademarks, Copyrights, and Restrictions On Use

Any trademarks, service marks, or logos or related intellectual property appearing on the Site are our property or the property of the party that provided the trademarks, service marks, or logos to us. We and any party that provided trademarks, service marks, or logos to us retain all rights with respect to any of our respective trademarks, service marks, or logos appearing on this Site, whether registered or not. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

The Site and its entire contents, features, and functionality (including, but not limited to, all web pages, screen shots, portals, user interfaces, design, software, source code, graphics, and the design, selection, and arrangement thereof) are owned, controlled, or licensed by CP, and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly provided in these Terms of Use, the content of the Site may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our prior express written permission. You may, however, view information available on the Site for your informational purposes. You may download information displayed and available on the Site, except for software or source code, but only for your personal purposes. By using the Site, you acknowledge and agree that you do not acquire any ownership rights of any kind to the intellectual property of CP described herein and as set forth on the Site.

Your use of the Services, including the Site, imposes on you an obligation of appropriate use and conduct, which includes, but is not limited to, not causing an unreasonable or disproportionately large processing load on the Services or our systems, not engaging in any conduct that restricts or inhibits use of the Services by others, and not introducing or transmitting any virus, worm, Trojan horse or other material

that may harm or disrupt the Services or our systems. Unauthorized use of the Site, misuse of passcodes or rebate information, or misuse of any information or material posted on this Site is strictly prohibited.

You may use the Site, only for lawful purposes, and you agree not to use the Site in any way that violates any applicable federal, state, local, or international law or regulation.

Digital Millennium Copyright Act (DMCA) Procedures

Violating the trademark or copyright rights of others is a violation of our Terms of Use. Nothing on this Site shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of CP or any third party, whether by estoppel, implication, or otherwise. All trademarks and trade names are the property of their respective owners. Except as otherwise noted, CP is the owner of all trademarks and service marks on this Site, whether registered or not.

We provide the following procedures for making a Digital Millennium Copyright Act (DMCA) claim or counter-claim:

Notice and Procedure for Making Claims of Copyright Infringement. In accordance with the Digital Millennium Copyright Act (DMCA), we have a designated agent to receive notice of unauthorized online use of copyrighted materials on this Site. If you believe that your copyrighted work is being infringed, please notify our copyright agent specified below.

Certified Mail: Central Payments, LLC
Attn: Legal
101 S. Phillips Ave
Suite 105
Sioux Falls, SD 57104

With copy to: Dist-Legal@central-payments.com

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- 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.
- Information reasonably sufficient to permit us 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.
- 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.
- 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.
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Procedure for making a DMCA Counter Notification. If you have had material that you placed online removed pursuant to a DMCA infringement complaint and feel that it is not in fact an infringement, you can submit a counter notification. Please send a written counter notification of copyright infringement containing the following information to our designated agent specified below.

Certified Mail: Central Payments, LLC
Attn: Legal
101 S. Phillips Ave
Suite 105
Sioux Falls, SD 57104

With copy to: Dist-Legal@central-payments.com

Please notify us in writing and include all of the following:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your name, address, telephone number, and if available, an electronic mail address at which the counter-complaining party may be contacted, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification or an agent of such person.
- A physical or electronic signature of a person who has had alleged infringing material removed.

We will not respond to counter notifications that do not adhere to the listed requirements. We will deliver your counter notification to the original individual who filed the DMCA copyright infringement complaint informing them that the removed material will be replaced within 10-14 business days following notification. Once the notification has been delivered, we are authorized to reinstate the removed material and cease disabling access 10-14 business days following the receipt of the counter notice unless we receive notice that the original individual is proceeding with a court order against you.

Possession of an Injunction. If we receive a notification and appropriate accompanying documentation from a copyright holder to our designated agent that they are in possession of an injunction that prohibits us from providing access to the infringing material, you will be informed as soon as we are able and we will follow the requirements as set forth in the injunction.

Links to Third Party Sites or Content

The Site may contain links to websites controlled or offered by third parties (non-affiliates of CP). CP hereby disclaims all liability for any other company's website content, products, privacy policies, or security. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, you acknowledge and agree that any information or recommendations of any kind provided by the linked site providers are those of

the providers and not of CP. Your use of a linked site shall be solely subject to the agreement, if any, between you and the linked site provider.

Privacy

In order to facilitate your rebate redemption request, we may require that you provide personally identifiable information through the Site. We collect and use personally identifiable information solely as a service provider of our financial institution partners, and our collection and use of your personally identifiable information is subject to the privacy policies of such financial institutions. Please view the privacy policy applicable to the financial institution providing Services to you in order to learn more about the collection and use of your personally identifiable information.

Our Site automatically collects non-personally identifiable information about our Site users through server logs, cookies, web beacons, and analytics tools. See the Cookies section below. The technical information we automatically collect does not enable us to personally identify you and cannot reasonably be linked to you or your household. This non-personally identifiable information is used to better understand our Site traffic, improve our Site, and to diagnose technical Site errors.

Cookies

To the extent permitted by applicable law, by accessing or using the Site, you understand and agree that CP may collect and retain personal or other information about you or the device you use to access the Site. By using the Site, you consent to CP's use of analytics and monitoring tools to collect your interaction with the Site and the Service. These interactions are collected using cookies and technical log files. We use the data for purposes that include interaction monitoring and visual replay for fraud, customer service, product improvement, and other purposes allowed by law.

Chat

CP may incorporate an interactive online chat ("Chat") service into the Site. CP makes no warranty that the Chat service will be available at any particular time or be free of fault or error. When engaging with us through use of the Chat service, be advised that chats will be monitored and retained. You agree that you will not use the Chat service to send any incorrect, abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session and termination of your right to use the Site.

Disclaimer and Limitation of Liability

THE SITE (INCLUDING ACCESS TO THE SERVICES AND ALL RELATED CONTENT, FUNCTIONALITY, AND MATERIALS), ARE OFFERED BY CP ON AN "AS IS," "AS AVAILABLE," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND—WHETHER EXPRESS, IMPLIED, OR STATUTORY—INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

YOU ACKNOWLEDGE THAT NEITHER CP, ITS DIRECT OR INDIRECT SUBSIDIARIES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY PROVIDERS, OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR SERVICES, OR AS TO THE TIMELINESS, SEQUENCE,

ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY INFORMATION, SERVICE, OR PRODUCT PROVIDED THROUGH THE SITE. CP DOES NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL CP BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE, AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL CP BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST PROFITS, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF (OR INABILITY TO USE) THE SERVICES, THE SITE, ANY ONLINE SERVICES OR ANY INTERNET BROWSER SOFTWARE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Indemnification

You agree to defend, indemnify, and hold harmless CP (and all of its direct and indirect subsidiaries) and each of their respective directors, officers, employees, agents, successors, and assigns from and against all losses, liabilities, damages, claims and expenses, including attorneys' fees, arising out of, relating to, or resulting from your violation of these Terms of Use or the misuse or unauthorized use of the Services or the Site, including such violation or misuses conducted using your passcode or rebate information.

International Users

This Site is controlled, operated, and administered by us from our offices within the United States of America. This Site is not targeted towards users outside of the United States, and you agree that any use of the Site shall occur within the United States. By using or continuing to use the Site, you represent and agree that you are located in the United States. If you are accessing or using this Site outside of the United States, you agree that you will cease such usage immediately and notify us to delete any of your personal information. You further agree that you will not use the Site in any country other than the United States, or in any manner prohibited by any applicable laws, restrictions, or regulations, and that you are responsible for compliance with local laws.

Enforceability and Governing Law

These Terms of Use constitute a contract between you and CP governed by the laws of the State of South Dakota, with the exception of its conflicts of laws provisions. To the extent the Arbitration section below does not apply, the exclusive jurisdiction and venue for any claim, action, or dispute with us relating in any way to your use of the Site will be in state or federal courts located in Sioux Falls, South Dakota.

Arbitration Provision

PLEASE READ THIS PROVISION CAREFULLY. BY USING THIS SITE, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION, PROVIDED THAT EITHER YOU OR WE MAY BRING A CLAIM IN SMALL CLAIMS COURT. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE

DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

Agreement to Arbitrate. You and we agree that any Dispute, except as provided below, will be resolved by arbitration. This arbitration provision is governed by the Federal Arbitration Act (FAA), 9 U.S.C.S. § 1 et seq. and the substantive law of the State of South Dakota (without applying its choice-of-law rules).

Arbitration Defined. "Arbitration" is a means of having an independent third party resolve a Dispute. A **"Dispute"** is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future), based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration provision. For purposes of this arbitration provision, the terms "you" and "your" include your heirs, guardian, personal representative or trustee in bankruptcy. The terms "we," "our," and "us" include our employees, officers, directors, members, shareholders, owners, managers, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

Choice of Arbitrator. The party filing an arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association or JAMS (formerly known as Judicial Arbitration and Mediation Services, Inc.). If you claim you have a Dispute with us, but you do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Website: www.adr.org

JAMS
1920 Main Street, Suite 300
Irvine, CA 92614
Website: www.jamsadr.com

The policies and procedures of the selected arbitration firm will apply provided that these are consistent with this arbitration provision. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration provision, the terms of this provision will apply. If neither arbitration firm listed in this arbitration provision is available to resolve the Dispute, you and we may each select a local arbitrator. The local arbitrators selected by you and us shall then agree upon the selection of another arbitrator who will hear and resolve the Dispute. The arbitrator selected to resolve the Dispute must be an attorney with at least 10 years of experience, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules applicable to consumer disputes. Notwithstanding the foregoing, no party or local arbitrator may select an arbitrator who refuses to enforce an arbitration provision containing a class-action waiver, because you and we have in this arbitration provision waived any right to arbitrate a dispute on a class-action, representative-action, or consolidated basis.

What Arbitration Costs. If you initiate the arbitration, you will be responsible for all of your filing fees and other costs or fees. If you cannot afford to pay, we may pay this in our discretion. If we initiate the arbitration, we will pay the filing fee and any costs or fees charged by the arbitrator. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in Sioux Falls, South Dakota.

Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration are to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If the court, or an arbitration firm or arbitrator, refuses to enforce the class-wide arbitration waiver or otherwise refuses to enforce this arbitration provision, you and we agree that the Dispute will proceed in court and will be decided by a judge, sitting without a jury, under applicable court rules and procedures.

Small Claims Court. Notwithstanding any other provisions of these Terms of Use, including any provision of this arbitration provision, all parties, including related third parties, shall retain the right to seek adjudication in small claims court in Minnehaha County, South Dakota for disputes within the scope of such court's jurisdiction. Any Dispute, which cannot be adjudicated within the jurisdiction of a small claims court, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration de novo (i.e., upon a fresh review of the facts.)

Applicable Law and Judicial Review. The arbitrator will apply applicable federal and South Dakota substantive law and the terms of this arbitration provision. The arbitrator must apply the terms of this arbitration provision, including without limitation the waiver of class-wide arbitration. The arbitrator will make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award will be supported by substantial evidence and must be consistent with this arbitration provision and applicable law or may be set aside by a court upon judicial review. Either party may seek judicial review of the arbitrator's decision according to applicable law.

Other Provisions. This arbitration provision will survive: (1) termination or changes in these Terms of Use, including this arbitration provision, or the relationship between you and us concerning this Site; (2) the bankruptcy of any party; and (3) any transfer, sale or assignment of the Site, CP, or its assets to any other person or entity.

Class Action Waiver. Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Disputes Not Subject to Arbitration. In the event any Dispute is not subject to arbitration, you agree and consent that this agreement is governed by, and construed in accordance with, the laws of the State of South Dakota, without giving effect to any principles of conflicts of law. You further consent to be subject to the exclusive jurisdiction and venue of the Circuit Court located in Minnehaha County, South Dakota, or if appropriate, the United States District Court for the District of South Dakota, and agree that such court shall be the sole and exclusive jurisdiction and venue of all Disputes for this Site or its associated services that are not subject to arbitration. You further agree that the class action waiver shall still bind any Disputes not subject to arbitration.

Right to Opt-Out. If you are an individual and do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following email address within thirty (30) days of registering to redeem your rebate: Dist-PartnerSuccess@central-payments.com with the subject heading "Right to Opt-Out of Arbitration". In the text of the email, you must provide the Site domain address, your name, and state that you reject arbitration. Individuals opting out of arbitration will still be bound to the Disputes Not Subject to Arbitration subsection. Individuals must give written notice in the method specified, and it is not sufficient to telephone us. Send only an email notice to reject arbitration; do not include the notice with other correspondence to us.

Accessibility

If any portion of this Site is inaccessible to you for any reason, please contact us at contact us at 605-370-5135 or write us at:

Certified Mail: Central Payments, LLC
Attn: Legal
101 S. Phillips Ave
Suite 105
Sioux Falls, SD 57104

With copy to: Dist-Legal@central-payments.com

Miscellaneous

You may not assign these Terms of Use. We may assign these Terms of Use, in whole or in part, at any time.

Unless otherwise specified herein, these Terms of Use reflect the entire agreement between you and us regarding the Site and supersede and replace all prior or contemporaneous understandings or agreements of any type regarding this subject matter.

If any provision of these Terms of Use is deemed to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in full force and effect. Nothing in these Terms of Use shall affect any non-waivable statutory rights or remedies that apply to you.

Our failure to enforce any of our rights or to act with respect to a breach of these Terms of Use does not constitute a waiver of any rights and will not limit our rights with respect to that breach or any subsequent

breaches. No waiver by us of any of the provisions in these Terms of Use will be of any force or effect unless made in writing and signed by a duly authorized officer of CP.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

The headings used herein are provided solely for your convenience and have no legal or contractual effect.

Contact Information

Unless otherwise permitted under applicable law or these Terms of Use, all notices provided to us in connection with these Terms of Use should be directed to the following address via certified mail:

Certified Mail: Central Payments, LLC
Attn: Legal
101 S. Phillips Ave
Suite 105
Sioux Falls, SD 57104

With Copy to: Dist-Legal@central-payments.com

Questions about these Terms of Use should be directed to the following address via certified mail or email at the designated addresses below:

Certified Mail: Central Payments, LLC
Attn: Legal
101 S. Phillips Ave
Suite 105
Sioux Falls, SD 57104

Email: Dist-Legal@central-payments.com

Questions about Services should not be directed to this address and will not be replied to. Please use this contact information only for questions regarding our Terms of Use. For all other inquiries, refer to <http://www.PayCP.com>.

All contents of the Site are Copyright © 2023 Central Payments, LLC; 101 S. Phillips Ave, Suite 105, Sioux Falls, SD 57104, U.S.A. All rights reserved.