



## Terms of Use

*SOFTtelPay* shall make every reasonable effort to ensure that all transactions are processed in a timely manner. However, a number of factors, which are outside *SOFTtelPay*'s control, such as delays in the banking system, can affect when the funds are received. *SOFTtelPay* makes no representations or warranties regarding the amount of time needed to complete processing, nor shall *SOFTtelPay* be liable for any actual or consequential damages arising from any such delay.

Neither *SOFTtelPay* nor its customer ("Lister") shall use, copy, sell, transfer, publish, disclose, display, or otherwise make any of the other party's Confidential Information (including Lister's customer information) available to any third party without the prior written consent of the other party. However, *SOFTtelPay* shall not have any liability in connection with any unauthorized interception or use of data relating to Lister's customer (Caller), Lister, or any *SOFTtelPay* service; any inability to use or access any *SOFTtelPay* service for any reason; any actions or transactions by an individual that uses Lister's or Caller's financial information, user name, password, or any other information; or any cause over which *SOFTtelPay* does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers.

*SOFTtelPay* shall not be responsible or liable for payments made to unintended Recipients due to the input of incorrect information, for payments made in incorrect amounts, or for any other act, error, or omission on the part of another party. *SOFTtelPay* shall not be responsible or liable for the verification of the identity of Callers or Lister, but shall offer reasonable means of validating identity before processing Lister and Caller requests and transactions. In the event of a chargeback, *SOFTtelPay* will notify Lister by email of all pertinent information. *SOFTtelPay* will automatically debit Lister's account for the chargeback and a processing fee,

*SOFTtelPay* shall be liable for any amounts shown under the "Schedule of Fees" section in the Bank Card Acceptance Application and Agreement, not the Merchant applicant as is indicated on the form, if applicable.

Lister, and not *SOFTtelPay*, is responsible and liable for the content of all optional messages requested. *SOFTtelPay* reserves the right to reject for any reason any messages Lister requests.

In no event shall *SOFTtelPay* be liable for damages caused other than by intentional and willful misconduct, or for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to the use of or inability to use any *SOFTtelPay* service, even if *SOFTtelPay* has been advised of the possibility of such damages.

*SOFTtelPay*, at its sole discretion, reserves the right to restrict or terminate any *SOFTtelPay* service to any Caller or Lister at any time. Either *SOFTtelPay* or Lister may terminate this relationship upon at least ten days prior written notice, such termination to be effective on the last of the month in which the notice is issued. *SOFTtelPay* also reserves the right to change Lister's numerical position in the listings effective upon emailed notice to Lister.

These "Terms of Use" are governed by the laws of the State of Arkansas and are subject to change.