

FACTORFOX

END USER TERMS OF USE

Effective date: December 16, 2019

Thank you for using the FactorFox software, mobile application, or web-based application (collectively, the “Service”). The Service is provided by FactorFox Software, LLC, a Washington limited liability company (“FactorFox,” “We,” “Us,” or “Our”) pursuant to your agreement to these Terms of Use (the “Terms”). You must, and hereby do, agree to these Terms to use or access the Service in any way. As used herein, the word “you” means you as an individual user and anyone who uses your Account (as defined below).

FactorFox reserves the right to modify, revise, or replace these Terms at any time. Amendments will take effect immediately upon us posting the updated Terms on our Service. You are encouraged to revisit these Terms often in order to review any changes that have been made. The effective date of the most recent version of the Terms will be noted at the top of the document. Your continued access and use of our Service following the posting of any such changes shall automatically be deemed your acceptance of all changes.

1. Use of the Service

- (a) The Service provides cloud-based factoring services and may be provided through a third party other than FactorFox (the “Third Party Factor”). These Terms will apply even if the Services have been branded differently.
- (b) To use the Service, you may be required to register for an account (your “Account”). When you register for an Account, you may be required to provide FactorFox with some information about yourself (such as your e-mail address, credit card number or other information regarding your method of payment, mailing address and other contact information). You may also be required to provide FactorFox with information about you, which may be of a confidential nature and may include personal identifying information and/or financial information (“Your Information”). If you provide Your Information to FactorFox then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes. Our collection, the use and disclosure of Your Information is governed by these Terms and our Privacy Policy. Your Information may be shared with the Third Party Factor.
- (c) Your Account is for your own personal use only. You may not authorize or allow others to use your Account. You may not use your Account for commercial purposes. Under no circumstance shall FactorFox be responsible for unauthorized use of your Account. You agree to keep your login credentials private and confidential at all times.

(d) By using the Service in any way, you represent and warrant that:

- you are 18 years or older if required in your jurisdiction;
- you are legally permitted to use the Service and will use the Service in compliance with all laws and regulations;
- all information that you submit upon registration is accurate, complete, and truthful and will be maintained as such;
- you will not modify, index, scrape, hack, change, alter, or tamper with the Service in any way;
- you are not located in, under the control of, or a national or resident of any country which the United States has (a) embargoed goods, (b) identified as a “Specially Designated National”, or (c) placed on the Commerce Department’s Table of Deny Orders; and

(e) The Terms will remain in full force and effect at any time that you have an Account. FactorFox, the Third Party Factor, or you may terminate your Account and your access to the Services at any time.

(f) FactorFox reserves the right (at any time and in its sole discretion) to modify or discontinue, temporarily or permanently, the Service, or your use of such, with or without notice. You agree that FactorFox shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Service, FactorFox reserves the right at any time in its sole discretion to block visitors and users from certain IP addresses from accessing any portion of the Service.

(g) The mobile application component of the Service may not have available all functionality of the website or web application Service components.

2. User Content

(a) You hereby grant FactorFox a license to use any images, sounds, text, videos, or other content you upload or post to the Service (collectively, “Content”) in order to provide the Service. We reserve the right, but not the obligation, to modify or delete any Content at any time without notice.

3. Intellectual Property

(a) You acknowledge that all copyrights, trademarks, service marks, trade dress, and other intellectual property used in the Service are property of FactorFox or its licensors and that no license, assignment, or sale of intellectual property has been offered to you. You agree not to use any of the intellectual property associated with the Service, or derivatives thereof, including (but not limited to) the name “FactorFox,” for any purpose other than those expressly permitted in these

Terms. FactorFox retains full rights to all intellectual property used in connection with the Service.

- (b) You agree not to use the Service to share, copy, transmit, sell, or otherwise any intellectual property to which you do not have the express right to distribute.

4. Software

- (a) The software component of the Service is licensed, not sold. Unless we notify you otherwise, the software license ends when your Account is terminated.
- (b) The software is subject to applicable U.S. export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. Without limitation, you may not transfer the software or Service without U.S. government permission to anyone on U.S. government exclusion lists. You represent and warrant that you are not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed above.

5. Disclosure of Personal Information

- (a) In the interest of fraud prevention and protection of the information of our Users and the Clients of Users alike, your company name, your company email address, and the Company names/contact information of Users (Factors) with which you have been previously paired, may be disclosed to other Users, in the instance of overlap of your company information or submissions amongst multiple Users. In the event that your company name appears to be input by multiple Users, the information referenced above may be disclosed to the original User with whom your company was associated with, to assist in the prevention of fraudulent and/or criminal activity.

6. Disclaimers; No Warranties

- (a) OUR CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES AND ALL PRODUCTS AND SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES IS AT YOUR SOLE RISK.
- (b) WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THIRD-PARTY SERVICE PROVIDERS THAT WE MAY USE IN THE OPERATION, PROCESSING AND

ADMINISTRATION OF THE SERVICES.WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES, OR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES.

- (c) WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE FOR DOWNLOADING FROM OUR SERVICES IS FREE OF INFECTION FROM ANY VIRUSES, MALICIOUS SOFTWARE OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.
- (d) WE DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE SERVICE.
- (e) WE MAKE NO REPRESENTATIONS THAT OUR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY JURISDICTIONS. WHEN YOU ACCESS OR USE OUR SERVICES FROM A JURISDICTION, THEN YOU DO SO BY YOUR OWN VOLITION AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

7. LIMITATION OF DAMAGES; NO WARRANTIES

- (a) IN NO EVENT SHALL WE BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF OUR SERVICES; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE OUR SERVICES FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF OUR CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; OR (V) YOUR USE OF FACTORING SERVICES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITING THE FOREGOING,

OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$500.00

- (b) YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- (c) CERTAIN STATE OR JURISDICTIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

8. Indemnification

- (a) You agree to indemnify, defend, and hold harmless FactorFox, its affiliates, partners, members, owners, equity holders, officers, directors, and employees from and against any and all claims, damages, or liabilities related to (i) your breach of these Terms, (ii) your use of the Service, (iii) the conduct of third parties related to the Service (including any Third Party Factor) or (iv) your use of factoring services, whether with or without the Service. FactorFox may, but shall not be obligated to, direct any litigation subject to this indemnification obligation.

9. Law Enforcement

- (a) FactorFox is committed to cooperating with law enforcement while respecting each individual's right to privacy. If FactorFox receives a request for user account information from a government agency investigating criminal activity, we will review the request to be certain that it satisfies all legal requirements before releasing information to the requesting agency.
- (b) Furthermore, under 18 U.S.C. §§ 2702(b)(8) and 2702(c)(4) (Voluntary Disclosure Of Customer Communications or Records), FactorFox may disclose user account information to law enforcement, without a subpoena, court order, or search warrant, in response to a valid emergency when we believe that doing so is necessary to prevent death or serious physical harm to someone. FactorFox will not release more information than it prudently believes is necessary to prevent harm in an emergency situation.

10. Additional Terms

- (a) These Terms shall be governed and construed in accordance with the laws of the state of Florida and the United States. Any dispute arising hereunder, or related

to your use of the Services, will be brought exclusively in the state or federal courts located in Miami-Dade County, Florida.

- (b) The Service or other users may provide links to unaffiliated third party websites or downloads. Under no circumstance shall FactorFox be responsible for the content of such third party links. You agree to hold FactorFox harmless for any damage or loss caused, directly or indirectly, by the use of, or reliance upon, any third party or affiliate content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.
- (c) These Terms, coupled with any applicable Privacy Policy, represents the full, final, and complete agreement between you and FactorFox regarding the use of the Service.
- (d) If any provision of these Terms is held to be invalid or unenforceable, the remainder of these Terms shall continue in full force and effect to the maximum extent legally permissible.
- (e) The delay or failure of the either party to exercise or enforce any right or provision of these Terms shall in no way constitute a waiver of such rights.

FACTORFOX PRIVACY POLICY

Last Modified 07/30/2019

Your privacy is extremely important to us at FactorFox Software, LLC("Company," "We," "Us," or "Our"). This Privacy Policy explains how we collect, use, share and protect information about our website users and any mobile application users (collectively referred to as "Users" or "you"). The Company collects some personal data ("Personal Information") from its Users when they view, access, use or register through the Company's websites, mobile applications, and products and services (collectively, "Services"). The provision of Information is contractually required based on your use of the Services. If you do not wish to provide the Information, you may not use the Services.

1. APPLICATION

- a. This Privacy Policy applies to persons and businesses anywhere in the world that use our Services. By using the Services we offer, you are agreeing to be bound by this policy in respect of the information collected about you. If you do not agree to this Privacy Policy in full and without modification, then you may not access, view, use, or register for any portion of the Services.
- b. The Company reserves the right to modify, change, or replace this Privacy Policy at any time by updating this document on the Service. You agree to be bound by the most recent version of the Privacy Policy available on the Service. The date of the last modification will be prominently displayed at the top of the Privacy Policy.

2. CHILD PRIVACY

- a. Our Services are intended for users who are 18 years old or older. Furthermore, we do not knowingly market the Services to, or collect Personal Information from, children under the age of 13. If we become aware that we have inadvertently received Personal Information from a child under the age of 13, we will delete such information from our records.

3. INFORMATION COLLECTED

- a. Our legal basis for collecting and processing your Personal Information is (i) your explicit consent when accessing the Services and (ii) a legitimate interest for website traffic analysis and software functionality. We may collect the following Personal Information when you use the Services:
 - i. Information automatically collected through the Services. We may use cookies, log files, clear .gifs, and other analytics tools to track your site usage, which helps us analyze and improve the Services. You may be able to disable cookies in your web browser or mobile device. However, please note that disabling cookies may prevent you from taking full advantage of the Services. You or your device is the source of this information. For more information about the use of cookies and how to block or disable them, you may visit allaboutcookies.org or youronlinechoices.eu

- ii. Registration information. This may include your name, email address, physical address, banking information, telephone number and any other information you choose to provide, such as content you post to the Services (including comments). This includes information you use to create an account on the Services or information you send to us when you contact us directly. You are the source of this information.
- iii. Information you submit to us. This may include user content that is uploaded to the Services or information you transmit to us for customer or technical support purposes. You are the source of this information.
- iv. Client and factoring information. When you use the Service to provide factoring services to clients, we will collect information inputted about your clients' accounts and information. You are the source of this information.
- v. Payment information. We do not collect or store payment information, including credit/debit card details or billing addresses. However, we may facilitate the transfer of your payment information to third party payment processors. All payments to the Company are handled by third party secure payment providers. You are the source of this information.
- vi. When you use our Services through your computer, mobile phone or other device, we may collect information regarding and related to your device, such as hardware models and IDs, device type, operating system version, the request type, the content of your request and basic usage information about your use of our Services, such as date and time. In addition, we may collect information regarding application-level events and associate that with your account to provide customer service. We may also collect and store information locally on your device using mechanisms such as browser web storage and application data caches. You or your device is the source of this information.

4. SHARING AND USE OF PERSONAL INFORMATION

- a. We may use your Personal Information in the following ways:
 - i. To provide you with all of the features and tools of the Services, including our factoring software. You may opt out of emails by following the instructions in the emails or cancelling your user account.
 - ii. To allow you to collaborate with other Users as you request.
 - iii. To contact you about the Services or the Company or to provide customer or technical support.
 - iv. To analyze and improve the features and performance of the Services and to analyze usage patterns.
 - v. To inform Users about offers from the Company.
 - vi. We may disclose your Personal Information if required to do so by a request or requirement of law.

- b. In the interest of fraud prevention and protection of the information of our Users and the Clients of Users alike, the company names of Clients, company email addresses of Clients, and Company names/contact information of Users may be disclosed to other Users, in the instance of overlap of Clients amongst multiple Users. In the event that a Client's company name appears to be input by multiple Users, the information referenced above may be disclosed to the original User with whom said Client was associated with, to assist in the prevention of fraudulent and/or criminal activity.
- c. We care about your privacy. We will not sell or share your Personal Information with third parties other than as expressly provided for in this Privacy Policy.

5. THIRD PARTY LINKS

- a. You may encounter links to third party websites, videos, pictures, and applications ("Third Party Links") when using the Services. We cannot control the content on these Third Party Links and we can make no guarantees as to the protection and privacy of any information which you submit to these Third Party Links. Please exercise caution when accessing Third Party Links.

6. SECURITY

- a. The Company protects your Personal Information using commercially reasonable technical and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We cannot guarantee the security of our information storage, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet, including, without limitation, email transmissions.

7. INTERNATIONAL PRIVACY PRACTICES

- a. The Company is primarily operated and managed on servers located and operated within the United States. In order to provide our products and services to you, we may send and store your Personal Information outside of the country where you reside or are located, including to the United States. Accordingly, if you reside or are located outside of the United States, your Personal Information may be transferred outside of the country where you reside or are located, including countries that may not or do not provide the same level of protection for your Personal Information. We are committed to protecting the privacy and confidentiality of Personal Information when it is transferred. If you reside or are located within the European Economic Area and such transfers occur, we take appropriate steps to provide the same level of protection for the processing carried out in any such countries as you would have within the European Economic Area to the extent feasible under applicable law. By using and accessing our Services, Users who reside or are located in countries outside of the United States agree and consent to the transfer to and processing of Personal Information on servers located outside of the country where they reside, and that the protection of such information may be different than required under the laws of their residence or location.

8. ACCOUNT INFORMATION

- a. You may correct your account information at any time by logging into your online account.
- b. We will comply with any User's requests regarding access, correction, and/or deletion of the Personal Information we store in accordance with applicable law, including the EU General Data Protection Regulation (GDPR).

9. YOUR CALIFORNIA PRIVACY RIGHTS

- a. California Civil Code Section 1798.83 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for their direct marketing purposes. California residents may request and obtain from us once a year, free of charge, information about the personal information, if any, we disclosed to third parties for direct marketing purposes within the immediately preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information within the immediately preceding calendar year.
- b. If you are a California resident and would like to make such a request, please submit your request as described in Section 13.

10. TRANSFER OF PERSONAL INFORMATION

- a. We have offices in the United States and your Personal Information will be processed in the United States. The hosting facilities for your Personal Information are in the United States. Transfers of Personal Information to the United States will be protected by internal Company privacy protection policies which may be requested from the Company.

11. RETENTION OF PERSONAL INFORMATION

- a. Personal Information that we process shall not be kept for longer than is necessary for the relevant purpose. We will retain your Personal Information as follows:
 - i. Personal Information will be retained for a minimum period of one day following receipt and for a maximum period of (i) the time you are a User with an account or (ii) ten years, whichever is longer.
 - ii. Notwithstanding Section 11.a., we may retain your Personal Information when such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.
- b. You may contact us (as described in Section 13) to request any correction, deletion, or copies of your Personal Information.

12. YOUR RIGHTS UNDER THE EU GENERAL DATA PROTECTION REGULATION (GDPR)

- a. Your principal rights under the EU General Data Protection Regulation (GDPR) are as follows:

- i. Right of Access: you have the right to be informed of, and request access to, the Personal Information we process about you.
- ii. Right to Rectification: you have the right to request that we amend or update your personal data where it is inaccurate or incomplete.
- iii. Right to Erasure: you have the right to have the Company delete your Personal Information.
- iv. Right to Restrict: you have the right to request that we temporarily or permanently stop processing your Personal Information.
- v. Right to Object: you have the right to object to us processing your Personal Information on grounds relating to your particular situation or for direct marketing purposes.
- vi. Right to Data Portability: you have the right to request a copy of your Personal Information in electronic format and the right to transmit that personal data for use in another party's service.
- vii. Right not to be Subject to Automated Decision Making: you have the right to not be subject to a decision based solely on automated decision making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

13. DATA CONTROLLER AND HOW TO CONTACT US

- a. The Personal Information we collect and process is controlled by FactorFox Software, LLC, a Washington state limited liability company in the United States. You may contact us at: FactorFox Software, LLC, 7950 NW 53rd Street, Suite 337, Miami, FL 33166. You may contact us via email at support@factorfox.com to make an request under this Privacy Policy.