

Terms & Conditions

TrustEase, LLC. ("TrustEase") requires you ("You" or "Your") to agree and adhere to the following terms and conditions of Service ("Terms of Service") in connection with Your purchase and use of TrustEase's services and user accounts (such services and user accounts referred to collectively as the "Service"). Certain sections of these Terms of Service apply specifically to certain features offered by TrustEase. Those sections do not apply to You unless you sign up for the specific Service to which they relate. By accessing or otherwise using the Service, You indicate Your agreement, acknowledgment and acceptance of the Terms of Service and You agree and covenant to comply with all applicable laws, rules and regulations governing Your use of the Service.

USE OF SOFTWARE

TrustEase grants You the right to access and use the Service via TrustEase.com ("Website" or "Site") with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- the Subscriber determines who is an Invited User and what level of user role access to the relevant organization and Service that Invited User has;
- the Subscriber is responsible for all Invited Users' use of the Service;
- the Subscriber controls each Invited User's level of access to the relevant organization and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
- if there is any dispute between a Subscriber and an Invited User regarding access to any organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

USE OF BANK TRANSFER OPTION

In order to use the payment functionality of TrustEase LLC's application, you must open a "Dwolla Account" provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize us to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla Account activity, and can be reached at <https://www.trustease.com/>, support@trustease.com and/or 859-699-6955.

Receive Only (for Trust Beneficiaries or Professional Service Providers)

If you register to create an account to receive payments via our application, you expressly authorize TrustEase LLC's service provider, Dwolla, Inc. to originate credit transfers to your financial institution account. You must be at least 13 years old and obtain parental permission if under 18 to receive funds. You authorize us to collect and share with Dwolla your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. Dwolla's Privacy Policy is available [here](#).

YOUR OBLIGATIONS

General obligations:

You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by TrustEase or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

Automated Bank transaction data delivered into Your TrustEase account:

Where available, automated bank account transaction data feeds are generally provided to You free of charge. However, TrustEase reserves the right to pass on any charges related to the provision of bank feed data on a case-by-case basis at TrustEase's sole discretion. TrustEase would first inform You via email to indicate what those charges are likely to be (as such charges may vary depending on Your bank and Your volume of bank feeds). You

have the option to decide to discontinue use of automated bank feeds at any time. To exercise this option, you must give TrustEase sufficient prior notice of which automated bank account transaction data feeds you want to discontinue. Upon receiving such notice TrustEase will arrange for such feeds to be terminated in accordance with each bank's usual practices.

Access conditions:

- You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify TrustEase of any unauthorized use of Your passwords or any other breach of security and TrustEase will reset Your password and You must take all other actions that TrustEase reasonably deems necessary to maintain or enhance the security of TrustEase's computing systems and networks and Your access to the Services.
- As a condition of these Terms, when accessing and using the Services, You must:
 - not attempt to undermine the security or integrity of TrustEase's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
 - not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
 - not attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
 - not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
 - not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.
 - Your use of automated bank account feeds enabled by the Plaid data gathering service from within the Service is subject to the [Plaid Terms of Use](#).

Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against TrustEase's application programming interface. Any such limitations will be specified within the Service.

Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Website, You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. TrustEase is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, TrustEase does reserve the right to remove any communication at any time in its sole discretion.

RESPONSIBILITY FOR DISCLOSURE OF MEMBER TERMS OF SERVICE

In the event that Your use of the Service requires Your members to access or use the Site, You understand and agree that such members must agree to TrustEase's Member Terms of Service prior to being granted such access. You are responsible for informing such members of the Member Terms of Use and shall provide to such members a copy of the same. You shall make Your members aware of such Member Terms of Service and shall not, in any way, alter the Member Terms of Service. You shall not, in any way, alter the Member Terms of Service.

LAWS AND REGULATIONS

Your access to and use of the Service and the Site is subject to all applicable international, federal, state, and local laws and regulations. You may not use the Service or the Site, or any information, data or content available at or through the Service or the Site (collectively, "Content"), in violation of, or to violate, any law, rule or regulation. TrustEase does not make, and hereby disclaims, any representation that the Content is appropriate or available for use in any particular location, and access to Content from territories where the Content may be illegal is prohibited. Those who choose to access or use the Site and the Service do so at their own initiative and risk and are responsible for compliance with all applicable laws.

CHANGES TO THESE TERMS OF SERVICE

TrustEase reserves the right to revise, modify and supplement the content of the Site and these Terms of Service (and all other documents related hereto or described herein) at any time in TrustEase's sole discretion. The latest Terms of Service or other applicable document will be posted to the Site and the date indicated as "Last Modified" at the beginning of these Terms of Service or with respect to any other modified document will be updated to reflect the date as of which the last of any such revisions, modifications and supplementation occurred. Your continued use of the Site and the Service from the date the modified version is posted to the Site shall be deemed to constitute Your affirmative acknowledgment of, and agreement to abide and be bound by, the modified terms, conditions and obligations therein. Therefore, You should regularly check the Site for updates and/or changes. If You object to any of these revisions, modifications or supplementations or become dissatisfied with the Service in any way, Your sole recourse is to immediately discontinue Your use of the Service and the Site.

TrustEase reserves the right to revise, modify and supplement the Member Terms of Service at any time in TrustEase's sole discretion. TrustEase will notify You of any such change to the Member Terms of Service, and you shall promptly notify Your members who are subject to the Member Terms of Service of the change.

TrustEase is not responsible or liable for any processing delays or damages which may result from any delays in the Service or Your enrollment therein. Enrollment is activated upon the earlier to occur of (a) Your receipt of the enrollment confirmation email including Your log-in information or (b) the time at which You first log into the password protected portion of the Site. The username and password provided in the enrollment confirmation email will be that which is assigned to the Primary Administrator for Your account (the "Primary Administrator").

You, the Primary Administrator and all other authorized users shall have a unique username and password. You, the Primary Administrator and any other authorized user of Your account, shall not use a username or password that TrustEase, in its sole discretion, deems offensive or inappropriate. You are solely responsible for maintaining the confidentiality and security of usernames and passwords for Your account, and assume all liability for sharing or disclosing such usernames and passwords. You agree to immediately [contact](#) TrustEase if You become aware that the security of the usernames and/or passwords for Your account may have been compromised or if there has been unauthorized access to Your account or Your data. You are solely responsible for all activity occurring under the usernames and passwords for Your account. Access to and use of password-protected and secure areas of the Site and the Service is restricted to authorized users only.

LICENSE AND USE OF THE SITE

You are hereby granted a limited license during the portion of the Term (as described below) to utilize, including incidental copies arising from the operation of Your browser, the Service and Content solely as expressly permitted by TrustEase. You may only use the Service, the Site and the Content as directed in the tutorials on the Site. You may not resell or sublicense the Service, the Content, or any other services provided by TrustEase to any other person or entity. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works from, decompiling, reverse engineering, disassembling, transferring, or using the Service or the Content, or any other materials available on or through the Site for any purposes, except You may make print copies of the Content for Your own benefit and internal business use, but not for distribution to others. You agree that Your use of the Site is voluntary, non-assignable and non-transferable.

You may not (a) use the Site, the Content or the Service in any manner that could damage, disable, overburden, or impair the Site, the Content or the Service, nor may You use the Site, the Content or the Service in any manner that could interfere with any other person's or entity's use and enjoyment thereof, or (b) use any "robot," "spider" or other automatic device, or a program, algorithm, or methodology having similar processes or functionality, or any manual process to monitor or copy any of the Content or the Service, or any other materials found on the Site.

You hereby covenant and agree that You will not charge Your members for access to Your invoices using the Service.

PRICING & PAYMENTS

All fees due in connection with the Service are non-refundable, whether such fees are set-up fees, transaction fees, monthly subscription fees, or other fees. Set-up fees, if any, are due upon activation of your TrustEase account. Set-up fees, monthly subscription fee, transaction fees and custom programming fees, and all other fees owed by You to TrustEase, will be automatically debited from the bank account or other electronic payment method for which you have provided applicable account information and You hereby authorize TrustEase to perform all such debits. TrustEase's prices and fees do not include sales, use, service, value-added or like taxes. You shall pay applicable taxes, unless You have provided to TrustEase an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities. All payments must be made in United States dollars.

All sums not paid when due (as a result of non-sufficient funds ("NSF") or for any other reason) shall be subject to the NSF fee stated in Your Merchant/Service Application. Additionally, TrustEase reserves the right to accrue interest daily at the monthly rate of the lesser of 1.50% and the highest rate permissible by law on the unpaid balance until paid in full. In the event You fail to pay any sum when it is due (as a result of NSF or for any other reason), TrustEase reserves the right to disable the username(s) and password(s) for Your account, to cancel Your account and to pursue other collection or legal remedies.

In the event You wish to contest or dispute payment to, or collection by, TrustEase of any sums in connection with the Service, you must provide notice of such contest or dispute to TrustEase within sixty (60) days of the date on which any such sum becomes due.

TERM AND CANCELLATION

- Trial policy
- When You first sign up for access to the Services You can evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the

Services. If You choose to continue using the Services thereafter, You will be billed from the day after the trial period ends. If You choose not to continue using the Services, You may contact our office at [TrustEase](#)

- Prepaid Subscriptions
- TrustEase will not provide any refund for any remaining prepaid period for a prepaid Access Fee subscription.
- Term
- If you choose to continue using the services after the trial period has ended, then this contract will run for one year from the last day of the trial period. If not cancelled within 30 days of the end of the term, it will automatically renew for successive one year terms.

PROPERTY RIGHTS

You acknowledge that TrustEase, or third parties other than You, as applicable, own all rights, title and interest in and to the Service and the Site, and portions thereof, including, but not limited to, all Intellectual Property Rights, and that the trademarks, logos and service marks ("Marks") displayed on the Site or through the Service are the property of TrustEase or such third parties. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You acknowledge and agree that no title to any Intellectual Property Rights of TrustEase or such third parties is transferred to You, and that You do not obtain any rights, express or implied, in the Site or the Content other than the rights expressly granted in these Terms of Service. The Content is protected by copyright and other Intellectual Property Rights. You are prohibited from using any Marks for any purpose including, without limitation, use as metatags on other pages or sites on the World Wide Web without the written permission of TrustEase or such third party that may own the Marks. You agree not to remove, obscure or alter the copyright notice, trademarks or other proprietary rights notices belonging to TrustEase or such third parties affixed to or contained within or accessed in conjunction with or through the Site. Your use of the Service, the Content or the Site is not an endorsement of You or Your business by TrustEase, and You shall not utilize

the trademarks, logos or service marks of TrustEase or such third parties to suggest any endorsement or affiliation to them. You remain owner of all rights, title and interest in and to the Intellectual Property Rights in Your trademarks, logos and service marks. If You upload any trademark, logo or service mark, or other material, You thereby grant TrustEase a limited license to use such in conjunction with Your use of the Service, such as on Your invoices or web page displays generated by the Service, and to identify You as a user of the Service.

You agree that TrustEase's service providers and suppliers are third-party beneficiaries of the above provisions, with all rights to enforce such provisions as if they were each a party to these Terms of Service.

NO WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND ALL CONTENT MADE AVAILABLE ON OR THROUGH THE SITE OR VIA THE SERVICE ARE PROVIDED TO YOU BY TrustEase "AS IS" ON AN "AS AVAILABLE BASIS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY. TrustEase MAKES NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, OR (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

TrustEase DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY INVOICE, APPOINTMENT, STATEMENT, OR OTHER ITEM GENERATED THROUGH THE SERVICE (B) THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY INVOICE, OPINION, ADVICE, APPOINTMENT, OR STATEMENT MADE THROUGH THE SERVICE OR THE SITE BY ANY PARTY OTHER THAN TrustEase, (C) ANY CONTENT PROVIDED ON ANY THIRD PARTY SITE(S) LINKED TO THE SITE, OR (D) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM ANY THIRD PARTY SITE(S) LINKED TO THE SITE.

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL TrustEase, OR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES, BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICE OR THE SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE OR OBTAINED FROM A THIRD PARTY SITE LINKED TO THE SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE OR OTHER CONTENT.

TrustEase DOES NOT REPRESENT OR WARRANT THAT THE SITE IS COMPATIBLE WITH YOUR EQUIPMENT OR THAT THE SITE IS FREE OF VIRUSES, WORMS, BOTS OR ANY OTHER HARMFUL, INVASIVE OR CORRUPTED FILES. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE UNIFORM COMMERCIAL CODE AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY TO THESE TERMS OF SERVICE.

LIMITATION OF LIABILITY

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICE, SITE, CONTENT AND DESCRIPTIONS OF THE SERVICE PUBLISHED ON THE SITE OR A LINKED SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND TrustEase SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. TrustEase DOES NOT REPRESENT OR WARRANT THAT THE CONTENT ON THE SITE IS COMPLETE OR UP-TO-DATE. TrustEase IS UNDER NO OBLIGATION TO UPDATE THE SITE, THE SERVICE OR THE CONTENT. TrustEase IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING ANY PAYMENT PROCESSOR. TrustEase MAY CHANGE THE SITE, THE SERVICE OR THE CONTENT, OR MAY MAKE IMPROVEMENTS OR CHANGES THERETO, AT ANY TIME WITHOUT NOTICE.

YOU AGREE THAT NEITHER TrustEase, NOR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES, WILL BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE SITE, THE SERVICE, THE CONTENT OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF TrustEase OR ANY SUCH AFFILIATE, AGENT, OFFICER, DIRECTOR OR EMPLOYEE IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, WITHOUT LIMITATION, THE TRANSMISSION OF ANY VIRUSES THAT MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G. YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, DATA LOSS, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE. TrustEase CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE, THE SERVICE OR THE CONTENT.

THE MAXIMUM AGGREGATE LIABILITY OF TrustEase, AND ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, WILL BE THE GREATER OF (A) TWENTY DOLLARS (\$20) AND (B) THE AMOUNT OF THE MONTHLY SUBSCRIPTION FEES PAID PURSUANT TO SECTION 9 HEREOF IN THE TWO (2) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO THE CLAIM.

INDEMNIFICATION

You shall defend, indemnify and hold TrustEase, and its agencies, service providers, parent, subsidiaries, affiliates, officers, employees, directors, representatives and agents, harmless from any claim, cause of action or demand, loss, liability or damage (including reasonable attorneys' fees, accounting fees and costs) made or brought by You or by any third party due to, or arising out of, any of the following: (a) Your use of the Site (or the use of the Site by Your members), the Content or the Service or any other program offered on

or through the Site; (b) the violation by You, or Your members or anyone using Your computer or Your username and password, of these Terms of Service; (c) any user submission posted by You; or (d) the infringement or violation by You, or Your members or anyone using the Service or the Site with Your computer or Your username and password, of any Intellectual Property Rights or other right of any person or entity. TrustEase reserves the right to exclusively defend and control the defense, settlement and resolution of any and all claims arising from the above causes and any such indemnification matters arising therefrom and You agree that You will fully cooperate with TrustEase in any such defenses and reimburse TrustEase for reasonable fees (including attorney's fees) and expenses in connection therewith.

VIOLATIONS OF SERVICE TERMS - TERMINATION

TrustEase reserves the right to seek all remedies available at law and in equity for violations of these Terms of Service, including, without limitation, the right to block access from a particular Internet address to the Site or the Service. In addition, TrustEase may, in its sole discretion, immediately terminate Your use of the Site if it believes You are violating or have violated these Terms of Service or the terms and conditions of other documents described herein. TrustEase reserves the right to terminate the Service and these Terms of Service immediately for any or no reason without notice and without TrustEase incurring any liability. Any such termination will be without prejudice to any other rights that TrustEase may have against You arising from a violation of these Terms of Service or of the documents described herein.

GOVERNING LAW

The laws applicable to the use of the Site and the interpretation of these Terms of Service shall be the laws of the State of Florida, United States, and applicable federal law, without regard to any conflict of law provisions.

ARBITRATION

You and TrustEase agree that any and all disputes, claims or controversies arising out of or related to the use of the Site, the provision of the Service or these Terms of Service, including any claims under any statute or regulation ("Disputes"), shall be submitted for binding arbitration. Unless the parties agree otherwise, any arbitration shall take place in the State of Florida, City of St. Petersburg, and shall be administered by, and pursuant to the commercial arbitration rules of, the American Arbitration Association.

Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator's authority to resolve Disputes and to make awards is limited to Disputes between You and TrustEase alone, and is subject to the limitations of liability set forth in these Terms of Service. Disputes brought by either You or TrustEase against the other party may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by You and TrustEase. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Should any portion of this paragraph be stricken from these Terms of Service or deemed otherwise unenforceable, then the entire section of these Terms of Service labeled "Arbitration" shall be stricken from these Terms of Service.

The provisions of the section of these Terms of Service labeled "Arbitration" and all arbitration awards duly made in connection therewith may be enforced in a court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including attorney fees) incurred in obtaining the enforcement of this provision, to be paid by the party against whom enforcement is ordered. All arbitration awards duly made under these Terms of Services shall not be subject to review or appeal except as permitted by applicable law. Any provision of these Terms of Service to the contrary notwithstanding (a) You or TrustEase may seek interim relief from a court located in the State of Florida, City of St. Petersburg to protect such party's rights or property while arbitration is pending, and (b) TrustEase may bypass the aforementioned

arbitration process in cases of fraud or other crimes against TrustEase, interference with TrustEase's technical operations or violations of TrustEase's rights or property.

FORCE MAJEURE

TrustEase shall not be responsible for delays, nonperformance, damages, lost profits or other losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornadoes or hurricanes, as well as wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss, data loss, failure or interception, incorrect data transmission or any other event outside the direct control of TrustEase.

ENTIRE AGREEMENT/SEVERABILITY/WAIVER

These Terms of Service, the documents and policies referenced herein, and any other terms and conditions on the Site, constitutes the entire agreement between You and TrustEase with respect to the Site and govern Your use of the Site. If any provision(s) of these Terms of Service is found by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of You and TrustEase, and the other provisions of these Terms of Service shall remain in full force and effect. TrustEase's failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by TrustEase in writing. These terms may not be altered, supplemented, or amended by You without the prior written consent of TrustEase.

GENERAL

You acknowledge this is an online service. A printed version of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You are solely responsible for ensuring that each of Your members who receives invoices using the Service has consented to, is willing and capable of receiving, reviewing, printing and saving all materials, disclosures, terms or other content You deliver to them through the Service and has consented to Your use and disclosure of the information required to create and distribute invoices to such member.

Notwithstanding any cancellation or termination of this Service, or of Your account or Your enrollment, these Terms of Service shall survive any such cancellation or termination.

TrustEase reserves the right to modify or discontinue the Site with or without notice to You. TrustEase shall not be liable to You or to any third party in the event that it exercises the right to modify or discontinue the Site.

Your acceptance of these Terms of Service and use of the Site do not create a joint venture, partnership, employment or agency relationship between You and TrustEase. You shall not represent in any way that You are in partnership with, are a joint venturer of, or have any employment or agency relationship with TrustEase. You may not assign, delegate or transfer Your rights or obligations under these Terms of Service and any such prohibited assignment, delegation or transfer shall be null and void.

You agree that regardless of any statute or law to the contrary, any claim or cause of action You bring arising out of or related to Your use of the Site, the provision of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

MEMBER OBLIGATIONS

You may not use the Services if you do not accept the Terms.

Member represents that he is active and is in good standing with the Group. Member recognizes his financial obligations to the Group and that these financial obligations are continuing.

Member hereby agrees to pay to the Group the amount set forth on each invoice sent to the Member required by this Contract. All payments that are not made by the due date set forth on each invoice shall be considered delinquent and may be assessed late fines.

Member is aware that the organization does not allow for the resignation of Members (or "inactive" status). Member recognizes that the obligations under this Contract shall continue during the full term of this Contract until the first of the following occur: Member is expelled from the organization in accordance with the organization Laws; or Death.

In the event Member breaches any of his obligations under this Contract, Member agrees to pay all reasonable attorney's fees and expenses of collection incurred by the Group and TrustEase, including collection agency fees to enforce the Contract.

The terms of this contract shall not be modified except by written amendment executed by the Group and Member, and approved by TrustEase.