Tipalti Individual User Terms of Use

Use by you ("**User**") of this mass-payout service portal and related information wikis and user guides (collectively, the "**Service**") is subject to these terms and conditions.

1. **Agreement.**

The Service, provided by Tipalti, Inc., a Delaware company having its head office at 505 Hamilton Ave., Suite 230, Palo Alto, CA 94301 USA ("**Tipalti**") to the business entity that has granted User access to the Service and for which User is an agent or employee (also as indicted within the Service "**Company**") pursuant to a service agreement between Tipalti and Company (the "**Tipalti Service Agreement**"). Company is obligated under the Tipalti Service Agreement to ensure that User complies with the Service Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Service Agreement the latter shall prevail. In the event that User is not an employee or agent of a company that is not party to a Tipalti Service Agreement, this Agreement shall still be binding on the User, but User is prohibited from using the Service.

2. **Service for User**

As per the terms of the Service Agreement, Tipalti is providing Company with the capability to initiate queries and receive financial transaction reporting via the internet. As a user of the Service, User must: (a) provide User's own access to the internet and pay any service fees associated with such access, (b) provide all equipment necessary for User to make such connection to the internet, including a computer, modem and web browser; (c) use the Service in a manner that is consistent with Company instructions; and (d) use the Service in a manner that is consistent with Company obligations under the Tipalti Service Agreement.

3. **User Representations and Warranties**

User represents and warrants that (i) it is duly authorized and instructed by Company to use the Services hereunder as an agent of Company; (ii) it has the authority to bind Company in respect of payment instructions and other information delivered by User to Tipalti hereunder; (iii) User is acting hereunder as an agent of Company and not in their individual capacity and (iii) any and all information provided to Tipalti hereunder by User or delivered by Tipalti to User hereunder shall be deemed by Tipalti to also be exchanges of information under the Tipalti Service Agreement. No element of the Service shall constitute an undertaking, representation or warranty under the Tipalti Service Agreement.

4. **User Registration Obligations**

In consideration of use of the Service, User agrees to: (a) provide true, accurate, current, and complete information about User and Company and (b) to maintain and update this information to keep it true, accurate, current and complete. This information about User and Company shall be referred to as "**User Data**". If any information provided by User or Company is untrue, inaccurate, not current, or incomplete, Tipalti has the right to terminate User's access to the Service, and refuse any and all current or future use of the Service. Company may revoke User

access to the Services at its discretion through its account provided under the Tipalti Service Agreement.

5. Amendments

Tipalti may change this Agreement from time to time at its sole discretion and without prior consent from User or Company. Changes to this Agreement shall be posted within the Service and shall take effect as of when posted.

6. Modifications to Service

Tipalti reserves the right to modify or discontinue, temporarily or permanently, the Service with or without notice to Company. Company agrees that Tipalti shall not be liable to Company or any third party for any modification or discontinuance of the Service.

7. User Password and Security

User will receive a password and account designation upon completing the registration process. User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under User's password or account. User agrees to immediately notify Tipalti of any unauthorized use of User's password or account or any other breach of security.

8. User Conduct

User agrees to abide by all applicable association, local, state, national, and foreign laws and regulations in User and Company's use of the Service, and agrees not to interfere with the use and enjoyment of the Service by other Company users of the Services or other clients of Tipalti. Without limitation to Company obligations to Tipalti, User is responsible for the contents of User's transmissions through the Service carried out by User.

User agrees (i) not to use the Service for illegal purposes, (ii) not to interfere with or disrupt the Service or servers or networks connected to the Service, (iii) to comply with all requirements, procedures, policies and regulations of networks connected to the Service, and (iv) to comply with all applicable laws regarding the transmission of technical data exported from the United States.

The Services and this Agreement constitute proprietary confidential proprietary information of Tipalti. No information disclosed to User through the Services may be disclosed by User to any third party unless User is an employee or agent of Company in which case it may be disclosed to the Company pursuant to the applicable Tipalti Service Agreement. Tipalti supplies the Services subject to its privacy policy posted at www.tipalti.com.

User activity shall be reported to Company so that Company can supervise User. Tipalti shall have no liability, however, in respect of any dispute between Company and User.

9. Indemnity

User agrees to indemnify and hold Tipalti, and its directors, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Service, Company's violation of this Agreement or acts or omissions of User that result in Company being in breach of the Tipalti Service Agreement or any dispute between User and Company. User shall pay any and all expenses of Tipalti in respect of responding to a subpoena related to the Services and related legal action. Nothing in this Agreement shall serve to limit the rights of Tipalti under the Tipalti Service Agreement or limit the obligations of Company under the Tipalti Service Agreement.

10. Data Storage

Tipalti, and its third party service providers, assume no responsibility for the deletion or failure to store financial transaction data. Tipalti may establish a limit on the data storage capability it will maintain for User and Company.

11. Termination

User access to the Services shall terminate as of the termination or suspension of the Tipalti Service Agreement. User agrees that Tipalti may terminate User's password, account, or use of the Service at any time for any reason or for no reason.

12. Disclaimer of Warranties

User expressly agrees that use of the Service is at User's sole risk. The Service is provided on an "as is" and "as available" basis.

Tipalti EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Tipalti MAKES NO WARRANTY THAT THE SERVICE WILL MEET USER'S REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE.

Tipalti MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability

User agrees that Tipalti shall not be liable for any direct, indirect, incidental, special, or consequential damages, resulting from the use or the inability to use the Service or resulting from unauthorized access to or alteration of User's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangibles, even if Tipalti has been advised of the possibility of such damages.

User further agrees that Tipalti shall not be liable for any damages arising from interruption, suspension or termination of Service, including but not limited to direct, indirect, incidental, special, consequential, or exemplary damages, whether such interruption, suspension, or termination was justified or not, negligent or intentional, inadvertent or advertent.

Under no circumstances shall the liability of Tipalti under this Agreement to User exceed one hundred U.S. dollars.

14. General
The Service Agreement and the relationship between Company and Tipalti shall be governed by the laws of the State of New York without regard to its conflict of law provisions. Courts of competent jurisdiction in the State of New York shall have exclusive jurisdiction over any dispute arising hereunder.

The failure of Tipalti to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service must be filed within ninety (90) days after such claim or cause of action arose or be forever barred.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

v. July 6, 2016