

# CashOpera

## Terms of Service

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND REGISTERING FOR, ACCESSING AND/OR USING THE CASHOPERA SERVICE.

By creating an Account CashOpera and/or by accepting an invitation to join CashOpera as an Authorized user (as defined below) and/or by accessing and using the CashOpera Service (defined below) and/or any other website that we operate (each, together with its sub-domains, content and services, the "Sites"), you accept these terms of service (the "**Terms**"), and you acknowledge that you, on your own behalf as an individual and on behalf of your employer or another legal entity (collectively, "**you**" or "**your**"), have read and understood and agree to comply with the terms and conditions below, and are entering into a binding legal agreement with CashOpera Inc. ("**CashOpera**", "**us**", "**we**" or "**our**"). If you are creating an Account ("**Account**" as defined below) (A) you are entering into these Terms on behalf of yourself, your employer Organization or any other entity), (B) you represent and warrant that you have or you were granted full authority to bind the aforesaid Organization to these Terms. If you do not agree to comply with and be bound by these Terms or do not have authority to bind the Organization or any other entity, please do not accept these Terms or access or use the Service, the Sites and do not provide Personal Data to us. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. For clarity, these Terms also apply on each Authorized User (defined below) and as an Authorized User, upon the creation of a User Account (defined below), you hereby agree to any terms that apply to you and that are specified hereunder.

### 1. **Definitions.**

**"Authorized User"** means any individual who has been supplied with user identification and password to access and use the Service on behalf of your yourself.

**"Basic Account"** means an Authorized User who is limited to make up to five exchanges per annum using his account.

**"Pro Account"** means an Authorized User who has no limitations on the number of exchanges that can be made from his own account.

**"Member"** means an Authorized User that is engaged by the Organization (such as employees and consultants). For clarity, Member does not include a Guest.

**"Buyer"** means the Authorized User that initiates a currency request by using CashOpera's services, through the App.

**"Seller"** means the Authorized User that selects the buyer to whom he/she will sell his residual currency.

**"Residual Currency"** means the Authorized User's (Seller) residual currency not expensed or used at the end of his/her trip, which he/she intends to sell using CashOpera's services.

**"Personal Data"** means any information relating to an identified or identifiable natural person ('**Data Subject**'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and/or any data considered "personal data" and/or "personally identifiable information" by any data protection or privacy law or regulation.

### 2. **Description of the Service and the Sites.**

2.1. Service. CashOpera's residual currency exchange social network is made available to you as a service (SaaS) basis (the "**Service**") through a web portal on our Sites or via the CashOpera.com application (the "**App**") and includes: (i) the software that you access via the Sites or the App; (ii) any other products, services, and features made available or provided to you by CashOpera in connection with the Service; and (iii) the trademarks, service marks and logos ("**Marks**"), content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, (together with the Marks, "**Content**"), contained in or made available through the Service. The Service includes creation of "Currency Exchange Requests" which are demands to purchase a specific currency, based on one's flight itinerary. You may post exchange requests at any time, cancel currency exchange request, or become informed of

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any delays or cancellation in part of the Seller.

- 2.2. Sites. The site [www.CashOpera.com](http://www.CashOpera.com) is intended to provide you with information about CashOpera and its products and services, to enable you to purchase a subscription to the Service and provide subscribers to the Service with a web portal to access the Service. For clarity, the term "Site(s)" includes all Content (defined above) on the Sites, but excludes the Service, unless otherwise specified herein.
3. **Ability to Accept Terms.** If you, access and use the Sites and/or the Service, you represent and warrant that you are at least 18 years old. The Sites and/or Service are only intended for individuals aged sixteen (16) years or older. If you are under 16 years please do not visit, access or use the Sites and/or Service. If you are between 16 and 18 years of age, then you must review these Terms with your parent or guardian before visiting, accessing or using the Service and the Sites make sure that you and your parent or guardian understand these Terms and agree to them.
4. **Subscription to the Service.**
  - 4.1. Subscription. Subject to your, as an Authorized User, compliance with these Terms, and the payment of applicable Fees by yourself, CashOpera hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable subscription ("**Subscription**") to access and use the Service during the Subscription Period (defined below).
5. **Using the Service.** CashOpera provides the following service functionalities as a part of the Service. CashOpera may add other functionalities and/or modify some of the functionalities at its own discretion and without further notice, however, if we make any changes in the functionality of the Service that we find to be material, then we will notify you by posting an announcement on the Sites and/or via the Service or by sending you an email.
  - 5.1. Authorized User. Authorized Users can be involved in one single Subscriptions of the Service, validated via SMS message (text message) sent to the Authorized User's phone upon registering for the service.
  - 5.2. Exchange. If you are the User at CashOpera, an exchange includes the act and process of soliciting an exchange of currency with another individual who has the intention to buy/sell the currency being solicited or sold;
  - 5.3. Member. If you are a Member, we will process your Personal Data. You will be allowed access to the App and allowed to perform the following activities:
  - 5.4. Post Content. You may interact with other Authorized Users' data and post data within the App, such as text, and requests for currency exchanges through the Service's functionality.
  - 5.5. View Information. You may view data posted by other Authorized Users within the App, as well as your data; provided, however, that it is not restricted by the other Authorized Users.
6. **Site Access.** We hereby grant you permission to visit and use the Sites and App for your information and personal use only, subject to these Terms and your compliance with applicable law.
7. **Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Sites to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Sites, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Service or Sites for any purpose; (vi) take any action that imposes or may impose an unreasonable or disproportionately large load on the App's infrastructure or infrastructure which supports the Sites or Service; (vii) interfere or attempt to interfere with the integrity or proper working of the Service or Sites, or any related activities; (viii) remove, deface, obscure, or alter the Platform's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Sites without CashOpera's prior written approval; (ix) use CashOpera's Marks without our prior written consent; (x) use the Service or Sites to develop a competing service or product; (xi) use the

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Service or Sites to send unsolicited or unauthorized commercial communications; and/or (xii) use the Service or Sites in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms, any terms and conditions of any third-party product or service you use, or agreement you have entered into with any third party. Without derogating from the above, each Organization agrees to remain liable to CashOpera for any act or omission of an Authorized User that would constitute a breach of these Terms if such acts or omissions were by you.

### 8. Accounts

8.1. **User Account.** In order to use the Service or App and become an Authorized User, you are required to create a personal user account ("**User Account**"). In creating your User Account, you acknowledge and agree: (i) to provide accurate and complete User Account and login information; (ii) to keep, and ensure that, your User Account login details and password are secured at all times; and (iii) to remain solely responsible and liable for the activity arising out of any failure to keep your User Account details confidential; and (iv) to promptly notify CashOpera in writing if you become aware of any unauthorized access or use of your User Account or the Service. You further represent and warrant that in creating your User Account you were not previously blocked by CashOpera from having a User Account or otherwise using the Service.

### 9. Customer Data.

9.1. License. While using the Service, Authorized Users may submit certain content, data or information to the Service such as (i) information about where the desired location for the exchange to take place is; (ii) amount of currency to be purchased or sold; (iii) description, text and information processed through the Service; (iv) submissions made through the Service or any other data which is stored on, or otherwise processed by the Service ("Customer Data"). You hereby grant us a royalty free, worldwide, non-exclusive license to use, process, access, modify, display, copy and store Customer Data in order to provide the Service to you, perform our obligations, and enable you to share the Customer Data or interact with other people, to distribute and publicly perform and display Customer Data as you (or your Organization) direct or enable through the Service.

9.2. Security. CashOpera agrees during the Term to implement reasonable security measures to protect Customer Data and will, at a minimum, utilize industry standard security procedures. However, because of the nature of the Service, which combines public and private information that is conveyed over the public internet, to the maximum extent permitted by law: You alone shall be responsible and liable for the maintenance and backup of all your Customer Data.

### 10. User Submissions.

10.1. Responsibility. The Sites and App may permit the publishing of certain data, information or content by you and other users ("**User Submissions**"). For clarity, the term User Submissions in this Section 10 shall not apply to any Customer Data. You understand that whether or not such User Submissions are published, we do not guarantee that other users will not copy or redistribute User Submissions.

10.2. Prohibited Content. You agree that you will comply with subsections 9.2(ii)(a)-(e), except that any reference thereof applying to Customer Data, shall be deemed to apply to User Submissions.

11. **Copyright and Content Policy.** It is CashOpera's policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright.

### 12. Intellectual Property Rights.

12.1. Sites and Service. The Service, Sites and the API, including all Content contained or displayed on the Sites or Service (excluding Customer Data and User Submissions), are the property of CashOpera and may be protected by applicable copyright or other intellectual property laws and treaties. As between You and CashOpera, title and full, exclusive ownership rights in the Service and the Sites (and all parts of either, including the Content), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including data related thereto and to your usage of the Service and the Sites (excluding Customer Data and User Submissions), and CashOpera's intellectual property rights, and any rights therein not explicitly granted to you hereunder, are reserved to and shall remain solely and exclusively proprietary to CashOpera (its licensors, or its third party providers). "CashOpera", "CashOpera", "CASHOPERA", the CashOpera logo, and other marks are the propriety of CashOpera or its affiliates. All other trademarks, service marks, and logos used on the Sites or Service are the trademarks, service marks, or logos of

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their respective owners. We reserve all rights not expressly granted herein in relation to the Service, Sites and the Content.

- 12.2. **Customer Data.** The intellectual property and all other rights, title and interest of any nature in and to Customer Data contained are and shall remain the exclusive property of the Organization and the Organization shall have the right at its sole discretion to access, and/or limit your access and/or remove and/or assign the ownership to any of the Customer Data you have generated. To the extent that the Organization shall submit a request to CashOpera with respect to the access and/or removal and/or ownership of the customer Data, as specified in this Section 12. 2, CashOpera shall use commercially reasonable efforts to accept and follow such request provided the user cannot execute the request without our collaboration. Except as expressly set forth herein, nothing in these Terms shall be construed as transferring any rights, title or interests to Customer Data to CashOpera or any third party.
- 12.3. **Feedback.** It is anticipated that you, as an Authorized User or a Sites' user, may provide suggestions, comments or other feedback to the CashOpera Service, the API and/or the Sites ("**Feedback**"). Feedback shall be deemed the sole property of CashOpera without restrictions or limitations of any kind. Without derogating from the above, CashOpera will be free to adopt such Feedback for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You and Your Organization hereby waive any right to the Feedback, including but limited to, moral rights and any right for royalties or any other consideration. Without derogating from the above, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform any information and/or content that you post, disclose, publish or otherwise make available in customer forums/blogs, community forums/blogs or any other similar event or venue, including without limitation for publishing and redistributing part or all of such information and/or content (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in such information and/or content, to the extent permitted by law.
13. **Privacy Policy.** You acknowledge and agree that we will use any Personal Data that we may collect or obtain in connection with the Sites and/or the Service in accordance with our Privacy Policy available at ("**Privacy Policy**").
14. **Anonymous Information.** Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service and/or Sites, and disclose it to provide, improve and publicize our products and services and for other business purposes. "**Anonymous Information**" means information which does not enable identification of an individual.
15. **Subscription Term and Renewal.**
  - 15.1. **Term.** The Service is provided on a subscription basis for a set term specified in your Order Form ("**Subscription Term**") and shall automatically renew for additional periods equal to the original initial term specified in your Order Form, unless either party gives the other notice of non-renewal before the end of the relevant subscription term. The Fees during any such renewal term shall be the same as that during the prior term unless we have given you written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. If you continue to access or use the Service past any Subscription Term renewal date, you shall be deemed to have renewed your subscription to the Service for the corresponding renewal period and shall be liable to pay all applicable fees in connection with such renewal period.
  - 15.2. **Termination by CashOpera.** CashOpera may terminate your use of the Service at any time and without prior written notice in any case where it believes that you or your Organization have breached these Terms and such breach may cause CashOpera irreparable harm unless your User Account or the Organization Account is terminated immediately. Upon termination of these Terms, you shall cease all use of the CashOpera Services.
  - 15.3. **Termination by you.** Without derogating from your obligation to pay applicable Fees, you may terminate your subscription to the Service by cancelling use of our Services or by sending a cancellation request to us, in which case we will use commercially reasonable efforts to respond within a reasonable time.
  - 15.4. **Objection.** If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Sites or Service in any way, your only recourse is to immediately discontinue use of the

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Sites or Service (and cancel your subscription). Exercising Data Subject rights shall not give rise to refunds of Fees.

16. **Effect of Termination of Service.** Upon termination of your subscription to the Service, your Organization Account and all licenses granted by CashOpera under these Terms with respect to the Service shall be terminated, you will lose all access to the Service and to any Customer Data that we may be storing on your behalf. If you choose to terminate the Organization subscription it is your responsibility to download your Customer Data prior to canceling your Organization Account or any termination of these Terms. We do not accept any liability for any termination of the Service or Customer Data that is deleted in connection thereto. We shall not be liable to you or any third party for termination of your use of or access to the Sites or Service, or any portion thereof. This Section and Sections 7 (*Restrictions*), 9 (*Customer Data*), 12 (*Intellectual Property Rights*), 13 (*Privacy Policy*), 14 (*Anonymous Data*), 20 (*Warranty Disclaimer*), 21 (*Limitation of Liability*), 22 (*Indemnification*), 23 (*Disclosure*), 31 (*Governing Law and Disputes*) and 32 (*General*), as well as any other provision which is intended to survive termination of the Terms or your subscription to the Service, shall survive termination of these Terms and your subscription to the Service.
17. **Suspension.** If we believe, in our sole discretion, that you, as an Authorized User, are using the Service in a manner that may cause harm to us or any third party, or in breach of these Terms or applicable data protection laws or regulations, then we may, without derogating from our right to terminate your Subscription as specified in these Terms, suspend or terminate your User Account or your access to and use of the Service, or parts thereof.
18. **Fees.**
  - 18.1. Service Fees. In consideration for the Service, Your Organization shall pay all fees designated in the Order Form. Except as otherwise specified, fees are based on the number and type of Authorized Users invited to use the Service purchased and not actual usage.
  - 18.2. Payment Terms. The payments made to CashOpera shall be made on a recurring basis, and shall be changed in accordance to your usage of the Service. All billing cycles are renewed automatically for the same billing cycle. Fees for the current cycle (monthly, annual or bi-annual) (the "**Billing Cycle**") are based on the prevailing rate on the first date of such cycle according to the service selected. All Fees are stated, and shall be paid, in the currency selected by you, are non-refundable and, unless otherwise stated in the Order Form, are exclusive of all taxes, levies, or duties, which are your responsibility. If you are located in a jurisdiction which requires you to deduct or withhold taxes or other amounts from any amounts due to us, you must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding. The available payment methods and the required payment schedule are set forth in the Order Form.
  - 18.3. Payment Processing. You agree to promptly notify us of any changes to your billing information. In case you pay with credit card, you hereby authorize us to charge your credit card on a recurring basis for all applicable fees and to store your credit card information on our servers and/or on third parties' payment processing providers servers. If you are invoiced for the service, all amounts are payable net 30 EOM, from the date of the invoice. Your payment may be processed through a third-party payment processing service, and additional terms may apply to such payments. We currently engage a third party, for online payment processing services, and in addition to these Terms, you agree that such third-party terms and conditions shall apply to your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.
  - 18.4. Payment Increase. Should your use of the Service be in excess of your purchased package, for example by adding Authorized Users, your payment shall be recalculated according to the time remaining in your outstanding balance and the addition shall be charged accordingly, in due time (in relation to the remaining portion of the then-current Billing Cycle).
19. **Warranty Disclaimer.**
  - 19.1. THE SITES AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY FOR ACCESSING AND USING THE SITES AND SERVICE AND FOR THE SELECTION OF THE SERVICE TO ACHIEVE YOUR INTENDED RESULTS. CASHOPERA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND

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### NON-INFRINGEMENT.

- 19.2. CASHOPERA DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SITES OR SERVICE WILL BE UNINTERRUPTED, ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.
- 19.3. CASHOPERA OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT THE SERVICE, INCLUDING ANY ANTI-VIRUS OR ANTI-SPAM FEATURES, WILL DETECT, BLOCK OR PREVENT ALL VIRUSES, SPAM OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS; AND (II) REGARDING THE BACKUP OR STORAGE OF CUSTOMER DATA ON OR BY THE SERVICE.
- 19.4. CASHOPERA DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE AND/OR THE SITE. YOUR USE OF AND RELIANCE UPON SERVICE OR SITE, OR CONTENT AND YOUR DATA (INCLUDING CUSTOMER DATA) IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND CASHOPERA, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING.
- 19.5. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 19.6. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

### 20. **Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW:

- 20.1. IN NO EVENT WILL, CASHOPERA ITS AFFILIATES AND THIRD-PARTY PROVIDERS, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR: (I) ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, BUSINESS, OR ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
- 20.2. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF CASHOPERA, ITS AFFILIATES OR ITS THIRD-PARTY PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) FOR IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
- 20.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 21 SHALL APPLY: (I) EVEN IF CASHOPERA, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).
- 20.4. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU AFTER THE EARLIER OF (A) 12 MONTHS AFTER THE DATE ON WHICH YOU BECOME AWARE THAT A CAUSE OF ACTION HAS ARISEN, OR (B) THE PERIOD SET FORTH UNDER THE APPLICABLE STATUTE OF LIMITATIONS.

21. **Indemnification.** Your Organization and you hereby warrant, represent and agree to indemnify, hold CashOpera harmless and to indemnify CashOpera and its respective affiliates, officers, directors, employees and agents from and against any and all claims, damage, obligations, liabilities, loss, expense, legal expense (including but not limited to attorney's fees) or cost incurred as a result of (i) your use of or inability to use the Services; (ii) your violation of these Terms, including any false representation; and/or (iii) your Customer Data and/or data protection laws, regulations or

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obligations.

22. **Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Service and/or the Sites as we reasonably believe necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, and/or (v) protect the rights, property or safety of CashOpera, its users or the public.
23. **Links.**
  - 23.1. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third-party website that you may choose to visit.
  - 23.2. You shall not misrepresent your relationship with CashOpera or present any false information about us and shall not imply in any way that we are endorsing any services or products unless we have given you our express prior consent. Furthermore, you shall not link from a website that you do not own, or your website, and domain name, does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity.
24. **Government Use.** If you are part of an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Service is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. Any such software is a "commercial item", "commercial computer software" and "commercial computer software documentation". In accordance with such provisions, any use of the such software by the Government shall be governed solely by the terms of these Terms.
25. **Third Party Advertisements** CashOpera's Services and/or Sites may contain advertisements made by third parties. CashOpera is not affiliated to, nor does it endorse, these ads. CashOpera is not responsible for the privacy practices or the content of such third parties. Accordingly, CashOpera encourage you to read the terms and conditions and privacy policy of each such third party that you choose to use or interact with.
26. **Third Party Software.** Portions of the Service may include third party open source software that is subject to third party terms and conditions ("**Third Party Terms**"). If there is a conflict between any Third-Party Terms and these Terms, then the Third-Party Terms shall prevail but solely in connection with the related third-party open source software. Notwithstanding anything to the contrary, CashOpera makes no warranty or indemnity hereunder with respect to any third-party open source software.
27. **Assignment.** These Terms, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by CashOpera without restriction.
28. **Customer Reference.** You acknowledge and accept that CashOpera has the right to use your name and logo to identify you as a customer of CashOpera or user of the Service, on CashOpera's web site, marketing materials or otherwise by announcements on social media.
29. **Modifications.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following our sending a notice thereof to you or posting the revised Terms on the Sites, and your continued use of the Service thereafter means that you accept those changes.
30. **Governing Law and Disputes.**
  - 30.1. These Terms and any disputes between you and CashOpera shall be governed by the laws of the United States, without reference to its conflict of laws rules.
  - 30.2. The exclusive jurisdiction and venue for all disputes between you and CashOpera shall be the courts located in Atlanta, GA, and each party hereby irrevocably consents to the jurisdiction of such courts. Application of the *United Nations Convention on Contracts for the International Sale of Goods* and the *Uniform Computer Information Transaction Act* are excluded from these Terms. Notwithstanding the foregoing, CashOpera reserves the right to

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seek injunctive relief in any court in any jurisdiction.

31. **General.** We reserve the right to discontinue or modify any aspect of the Sites or Service at any time. These Terms, and the Order Form and Privacy Policy, represent the complete agreement concerning the Service and the Sites between you and CashOpera and supersede all prior agreements and representations related to the subject matter hereof. To the extent of any inconsistency or conflict between these Terms and an Order Form, these Terms shall prevail.

Last update: April 13<sup>th</sup>, 2019