

PRIVACY POLICY / TERMS OF USE



ENTRUST MERCHANT SERVICES

Privacy Policy / Terms of Use

Revised May 8, 2020

Thank you for visiting our website ("The Site") and learning more about enTrust Merchant Services. By using this website, you acknowledge that you have read and are bound by the following Terms. Please contact the webmaster of the site that has referred you here if you have questions.

You agree and understand that enTrust Merchant Services ["enTrust" or "the Company"] exercises caution and diligence to ensure the information posted herein is current and accurate to the extent known. In some instances, we are posting and sharing information about current events, updates, and products and services from our partners. We are not responsible for the information presented and that by interacting with the Site you are interacting, in some instances, directly with our partners and not with enTrust. You agree to hold enTrust harmless from any harm you may suffer as a result of your use of the Site.

I. Disclaimer of Warranties and Limitation of Liability

Unless specifically stated, nothing contained in or through the Site other than these legal provisions constitutes, nor is intended to constitute, an offer, inducement, promise, or contract of any kind. The content provided on the Site is presented as a courtesy to be used only for informational purposes and is not represented to be error-free. The Company makes no representations or warranties of any kind with respect to the Site or its content, such representations and warranties being expressly disclaimed. Moreover, The Company does not represent or warrant that the content of its Site is accurate, complete or current for any specific or particular purpose or application. The Company does not warrant that the functions contained in the material will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers that make them available are free of viruses or other harmful components.

The Site is not intended to provide, nor should anyone consider that it does provide, legal, accounting, tax or other advice. In addition, the Company is not endorsing or recommending the use of the means or methods contained on or through the Site for any special or particular purpose.

In addition, any links to non-Company information or references to unaffiliated organizations are provided as a courtesy and convenience to you. Such links and references are not intended to, nor do they constitute, an endorsement of the linked materials or the referenced organizations by the Company. The content and views on such links and of such organizations are solely their own and do not necessarily reflect those of the Company.

In no event will the Company or any of its officers, trustees or associates be liable for any damages - whether direct, indirect, special, general, consequential, for alleged lost profits, or otherwise - that might result from any use of or reliance on materials or links made available on or through the Company's Site.

II. Privacy Policy

The Company may collect the following information (please note, this policy does not apply to any other organization's website to which the Site may link, and your use of that website is subject to the terms and conditions presented therein).

Types of information collected

The types of information collected on the Site include: (1) personal information you knowingly choose to disclose that is collected on an individual basis (voluntarily provided information); (2) Site use information collected on an aggregate basis as you and others browse the Site; and (3) Site usage information tied to your personal information.

Voluntary Registration

Visitors to any of the Company's Site may knowingly choose to register for any of the services, events or materials offered by the Company. When registering, a user voluntarily provides his/her name, email address, telephone number, address and/or other pertinent information. Your information may be used by the Company in operating the program promoted by the Site but will not be used for commercial or for-profit purposes nor will it be sold to any third party for a commercial or for-profit use.

You may have your name removed from the list at any time by following the unsubscribe instructions at the bottom of an e-mail or by contacting the Company through the Site.

Site Usage Info Collected in The Aggregate

The Company may gather certain information (such as internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, on-site bookmarks, on-site subscriptions, clickstream data and site navigation history) and automatically store it in log files. This information, which does not identify individual users, may be used to analyze trends, to administer the Site, to track users' movements around the Site and to gather information intended to improve the Site and/or program promoted on the Site. The Company may collect this non-personal information even if you are not registered on the Site.

Site Usage Info Tied to Your Personal Information

Cookies

To offer the best possible experience when you visit the Site the Company may assign you a "cookie" that automatically gathers certain usage information like the numbers and frequency of visitors to the Site and areas visited on the Site. Such data is used in the aggregate to determine how visitors use the Site and how it can be improved.

E-mail Tracking

When you sign up to receive information or mailings from the Company or Site, the Company may use clear gifs, web beacons or other such e-mail tracking devices to measure the activity of the e-mail you receive from the Company, including your clicking on a link within an e-mail and your forwarding of the e-mail. This information is tied to your e-mail address when stored.

Information Sharing and Disclosure

The Company does not rent, sell, or share any personal information about individual users with any third party except as may be necessary (1) to operate the Site, (2) to provide the services or events you've requested or are interested in and, (3) to send you information requested. This information may be shared within enTrust and its direct affiliates and/or partners, which may use the information consistent with the purposes that both enTrust and its affiliates serve and may contact you for a purpose consistent with such purposes. The data provided will still be protected and kept private by enTrust and its affiliates in accordance with this privacy policy. As registration is voluntary, those who have supplied information may also unsubscribe and remove themselves from any enTrust or affiliate databases or mailing lists at any time, which notice may be done by e-mailing info@entrustmerchant.com or calling enTrust at (610) 849-0818.

The information you provide to the Company is also used to better understand the content needs of users of the Site. The Company reserves the right to disclose any personally identifiable information to respond to a subpoena, court order or other legal process or to defend Company against legal claims.

Your Consent

By using our Site, you consent to the collection and use of information by the Company as outlined in this Privacy Policy. If we decide to change our privacy policies and procedures, we will post those changes on this page so that you always have the opportunity to be aware of what information we collect, how we use it, and under what circumstances we may disclose it.

III. Registration; Suspension or Termination of Account

Registration

To access certain information and functionality, you may be required to register on the Site and open a user account ("Account"). You are responsible for maintaining the confidentiality of the username and password associated with your Account and for all activity under your Account, and you may not transfer your Account to another party. The Company reserves the right in its sole discretion to suspend or terminate your Account as the Company deems appropriate and you agree that the Company is not and will not be liable to you for any loss or damages that may result from our refusal to provide you access to the Site.

IV. Interactive Features and User Content

Registration

(i) The Company may offer the opportunity for you and others to contribute ideas, comments, questions and other communications to or from the Site (the "User Content") in message boards, group areas, communities, blogs, e-mail and other features of the Site ("User Input Rooms") if, and when they exist and that may be offered from time to time and may be operated by the Company or by a third party. You shall not (nor cause any third party to) use the Site to perform any illegal activities (including defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights - such as rights of privacy - of others) or immoral activities. Specifically, but not by way of limitation, you shall not undertake any of the following types of activities:

- a. transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- b. transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- c. impersonating anyone or any entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- d. advertising or disseminating commercial content;
- e. interfering with or disrupting the Site;
- f. disrupting the activities or enjoyment of the Site for other users;
- g. collecting or storing personal data about other users, except as needed for activities permitted on the Site;
- h. forging any TCPIP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site to send altered, deceptive or false source-identifying information;
- i. attempting to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- j. interfering with, or attempting to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- k. impersonating or misrepresenting your affiliation with any person or entity including (but not limited to) enTrust, or claim that you have developed or are the owner of any content on the Site that has been developed by a party other than yourself;
- l. using the Site in any manner or for any purpose for which enTrust has notified you (through either a general posting or a specific notice provided directly to you) that the Sites may not be used;
- m. attempting to probe, scan, or test the vulnerability of Site or attempt to breach any security or authentication measures; or
- n. using, displaying, mirroring or framing the Site, or any individual element within the Site, enTrust's name, any enTrust trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the express written consent of enTrust Merchant Services;

(ii) You should exercise discretion before relying on information contained in User Content. You agree to evaluate, and assume all risks associated with the use of any User Content, including without limitation any risk relating to any reliance on the accuracy, completeness, or usefulness of such User Content. The Company assumes no responsibility for the information contained in User Content.

(iii) You agree that the Company, in its sole discretion, may remove any User Content at any time and for any or no reason. You agree that the Company shall not be liable to you or any third party for any deletion of any User Content on the Site. You may remove your User Content from the Site at any time.

(iv) You acknowledge and agree that the Company may preserve and disclose User Content if required to do so by law or as necessary to protect users of the Site.

(v) The Company may offer the opportunity for you and others to contribute User Content in User Input Rooms operated by a third party that may be offered from time to time. The Company assumes no responsibility or liability whatsoever for such User Content, or for the use of any User Input Room operated by a third party. Without limitation to the foregoing, the Company shall not be liable for the collection, use or disclosure of any personal information by, in or through a User Input Room operated

by a third party. In such circumstances, you must refer to any terms of service and privacy statement of the third party operating the User Input Room.

(vi) Subject to any applicable law and the requirements of the Company's privacy policy, any communications sent by you via this Site or otherwise to the Company (including without limitation User Content) are on a non-confidential basis, and the Company is under no obligation to refrain from reproducing, publishing or otherwise using them in any way or for any purpose related to the Site or its users. You shall be responsible for the content and information contained in any communication sent by you to the Site or otherwise to the Company, including without limitation for its truthfulness and accuracy.

(vii) The Company does not claim any ownership rights in the User Content you post to the Site. When you post User Content to the Site, you grant to the Company, and you represent and warrant that you have the right to grant to the Company, an irrevocable, perpetual, non-exclusive, transferable, royalty free, worldwide license (with the right to sublicense) to copy, publicly perform, publicly display, reformat, translate, excerpt, distribute, create derivative works from and otherwise use such User Content for any purpose on or in connection with the Site.

(viii) The administrator of any User Input Room determines its membership and may terminate access by any individual user at any time.

V. Intellectual Property Complaints/Digital Millennium Copyright Act

The Company respects the intellectual property of others and requires that our users do the same. The Company will process notices of alleged infringement which it receives and will take appropriate action as required by appropriate Copyright Acts and other applicable intellectual property laws. If you believe that your work has been copied and is accessible on a Site in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide the Company's Copyright Agent with the following information in a notice ("Notice"). To be effective, the Notice must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- a. an electronic or physical signature of the person who is authorized to act on behalf of the copyright owner;
- b. a description of the copyrighted work that you claim has been infringed;
- c. identification of the copyrighted work you claim is being infringed (and, if possible, a location where an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published);
- d. identification of the URL or other specific location on the Site where the material that you claim is infringing is located (you must include enough information so that the Company can locate the material);
- e. your address, telephone number, and email address;
- f. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- g. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

VI. Dispute Resolution

a. Remedy

The Company's response, and your [meaning you, your agents, subsidiaries, affiliates, independent contractors, and others with whom you have a direct and indirect relationship] sole recourse to a notice of an infringement or potential infringement of copyrighted work, shall be for us to remove said item[s] and cease and desist using copyright work not owned by the Company. You accept the Company's concession and no further remedies shall be made by us, nor will you seek damages. You acknowledge, understand, accept, and agree to this as *THE* remedy to such infringement or potential infringement.

b. Binding Arbitration

Unless, and only if, the Company has failed to timely remove the subject copyrighted work and/or agree to cessation of use in Remedy above, and whereas a dispute arises between you and The Company as to the ownership rights of copyrighted work wherein each party claims entitlement to ownership, each party irrevocably agrees to resolve the dispute through binding arbitration conducted in the Company's hometown in accordance with the rules of the American Arbitration Association ("AAA").

In that instance, each party will be responsible for its own expenses and an equal share of the arbitrators' and administrative fees of arbitration. Notwithstanding the foregoing, each party will have the right to seek temporary injunctive relief if it determines it is necessary in order to prevent irreparable harm (including infringement of any intellectual property). You agree 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 Site [inclusive of content and these terms] must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Notwithstanding provisions of b. Binding Arbitration, the Company's response in a. Remedy shall constitute good faith and protective in nature of any copyrighted work.

VII. General Provisions

Governing Law

These Terms and the resolution of any dispute related to these Terms or the Site shall be governed and construed in accordance with the laws of the United States and the laws of the Commonwealth of Pennsylvania applicable to contracts executed and performed within Pennsylvania, without giving any effect to any conflict of laws rules that may result in the application of the laws of any other jurisdiction. These Terms are deemed executed and enforceable in the Commonwealth of Pennsylvania.

Assignment

You may not assign these Terms or any of your obligations under them without the Company's prior written consent and any attempted assignment is null and void. The Company may assign these Terms and any of its obligations under them at any time for any reason.

Electronic Communications; Binding and Entire Agreement

You agree that (1) these Terms constitute an agreement "signed by you" under any applicable law; and (2) any notices or other communication regarding your use of the Site may be provided to you electronically (by posting on the Site, by email, and other electronic formats) and will be considered received upon posting or other distribution.

These Terms (including the Privacy Policy) constitute the entire agreement between you and the Company and supersede all other agreements, oral or written, concerning its subject matter. You consent to the use of the English language in these Terms and all documents or notices relating to them and your use of the Site.

Severability

If any of these Terms is determined to be invalid, void or unenforceable for any reason, then the unenforceable provision will be deemed amended in a manner that will most nearly carry out the intent of the provision to the fullest extent permitted by applicable law or deleted if amendment is not possible, and the remaining Terms will be enforceable to the fullest extent permitted by law.

No Waiver

The Company's failure to enforce these Terms in every instance in which they might apply is not a waiver of any of the Company's rights, and the Company reserves its right to take all legal steps available to enforce these Terms.

VIII. Social Media House Rules

enTrust Merchant Services maintains social media accounts (e.g., Facebook, Twitter, Pinterest, LinkedIn, Google Plus, YouTube, etc.) to provide forums for sharing research, ideas, and opinions regarding our corporate work and mission.

All statements and materials posted by contributors reflect the views of the individual contributors and do not reflect the views of enTrust Merchant Services.

While enTrust Merchant Services and/ or its agents maintains these pages, the views expressed within these social media accounts do not necessarily reflect enTrust Merchant Services positions, strategies or opinions.

We encourage users to analyze, comment on and challenge our ideas and strategies and to do so in the spirit of respect, fairness and intellectual inquiry. We reserve the right to remove posts that are offensive, act as advertisements, or attempt to solicit funds from our community. We also remove identical or substantially similar comments that are posted more than once, including those posted for the purpose of monopolizing or making political the discussion. Vulgar, abusive and threatening posts will be deleted at our sole discretion.

Community members are expected to abide by the Terms of Use that apply to the enTrust Merchant Services website (found on this page). If you violate our terms of service, you may be removed from our social media communities.

Thank you for engaging with us in social media and respecting these policies. We value conversations in our social media communities.

Site Intended for U.S. Residents

Notwithstanding the global reach of some of our service partners, the Site is intended for and directed to residents of the United States and all advertising claims contained in the Site are valid only in the United States.

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