

# PaymentsFirst Website Terms and Conditions

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## AGREEMENT BETWEEN USER AND PAYMENTSFIRST

The PaymentsFirst website is comprised of various web pages operated by PaymentsFirst.

The PaymentsFirst website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the PaymentsFirst website constitutes your agreement to all such terms, conditions, and notices.

## MODIFICATION OF THESE TERMS OF USE

PaymentsFirst reserves the right to change the terms, conditions, and notices under which the PaymentsFirst website is offered, including but not limited to the charges associated with the use of the PaymentsFirst website.

### 1. Membership and Account Security

- **Eligibility:** Membership and certain educational resources are restricted to financial institutions and organizations in the payments industry.
- **Account Access:** You are responsible for maintaining the confidentiality of your member login credentials. Sharing of member-only resources (such as PALS or certain publications) with non-members is strictly prohibited.
- **Termination:** We reserve the right to suspend or terminate accounts that violate these terms or fail to maintain standing in the association.

### 2. Professional Services and Consulting

- **Nature of Advice:** The information provided on this website, including news updates, compliance tips, and consulting resources, is for educational purposes. While we strive for accuracy regarding Nacha Operating Rules and Federal Regulations, this content does not constitute legal advice.
- **Audits and Risk Assessments:** Services such as ACH Audits or Risk Assessments are governed by specific service agreements provided at the time of engagement, which supersede these general website terms.

### 3. Education, Accreditations, and Events

- **Registration:** Registration for events (e.g., Solutions Payments Conference, Payments University) is subject to availability and the specific refund/cancellation policies listed on the event page.

- **Accreditation Prep:** Our AAP, AFPP, and APRP Prep Packages are designed to assist in exam preparation; however, PaymentsFirst does not guarantee passing scores on third-party accreditation exams.
- **Intellectual Property:** All training materials, webinars, and publications are the intellectual property of PaymentsFirst and may not be reproduced or redistributed without express written consent.

#### **4. Payments and Refunds**

- **Currency:** All transactions are processed in U.S. Dollars.
- **EPP and Subscriptions:** Educational Package Plans (EPP) are billed annually.
- **Refund Policy:** Please refer to our **Return/Refund Policy** for specific details regarding event cancellations or publication returns. Generally, digital downloads and PALS on-demand courses are non-refundable once accessed.

#### **LINKS TO THIRD PARTY SITES**

The PaymentsFirst website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of PaymentsFirst and PaymentsFirst is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. PaymentsFirst is not responsible for webcasting or any other form of transmission received from any Linked Site. PaymentsFirst is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by PaymentsFirst of the site or any association with its operators.

#### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the PaymentsFirst website, you warrant to PaymentsFirst that you will not use the PaymentsFirst website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the PaymentsFirst website in any manner which could damage, disable, overburden, or impair the PaymentsFirst website or interfere with any other party's use and enjoyment of the PaymentsFirst website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the PaymentsFirst websites.

#### **USE OF COMMUNICATION SERVICES**

The PaymentsFirst website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

PaymentsFirst has no obligation to monitor the Communication Services. However, PaymentsFirst reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. PaymentsFirst reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

PaymentsFirst reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in PaymentsFirst's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. PaymentsFirst does not control or endorse the content, messages or information found in any Communication Service and, therefore, PaymentsFirst specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized PaymentsFirst spokespersons, and their views do not necessarily reflect those of PaymentsFirst.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

## **MATERIALS PROVIDED TO PAYMENTSFIRST OR POSTED AT ANY PAYMENTSFIRST WEB SITE**

PaymentsFirst does not claim ownership of the materials you provide to PaymentsFirst (including feedback and suggestions) or post, upload, input or submit to any PaymentsFirst website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting PaymentsFirst, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. PaymentsFirst is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in PaymentsFirst's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **LIABILITY DISCLAIMER**

The information, software, products, and services included in or available through the PaymentsFirst website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. PaymentsFirst and/or its suppliers may make improvements and/or changes in the PaymentsFirst website at any time. Advice received via the PaymentsFirst website should not be relied upon for personal, medical, legal, or financial decisions, and you should consult an appropriate professional for specific advice tailored to your situation.

PaymentsFirst and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained on the PaymentsFirst website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. PaymentsFirst and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall PaymentsFirst and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the PaymentsFirst web site, with the delay or inability to use the PaymentsFirst web site or related services, the provision of or failure to provide services, or for any information, software, products, services

and related graphics obtained through the PaymentsFirst web site, or otherwise arising out of the use of the PaymentsFirst web site, whether based on contract, tort, negligence, strict liability or otherwise, even if PaymentsFirst or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the PaymentsFirst website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the PaymentsFirst website.

## **SERVICE CONTACT**

**Toll Free Phone:** 866-993-3753 **Email Us** ([info@paymentsfirst.org](mailto:info@paymentsfirst.org))

## **TERMINATION/ACCESS RESTRICTION**

PaymentsFirst reserves the right, in its sole discretion, to terminate your access to the PaymentsFirst website and the related services or any portion thereof at any time, without notice.

## **GENERAL**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maryland, U.S.A., and you hereby consent to the exclusive jurisdiction and venue of courts in Anne Arundel County, Maryland, U.S.A., in all disputes arising out of or relating to the use of the PaymentsFirst website. Use of the PaymentsFirst website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and PaymentsFirst as a result of this agreement or use of the PaymentsFirst website. PaymentsFirst's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of PaymentsFirst's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the PaymentsFirst website or information provided to or gathered by PaymentsFirst with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and PaymentsFirst with respect to the PaymentsFirst website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and PaymentsFirst with respect to the PaymentsFirst website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## **COPYRIGHT AND TRADEMARK NOTICES**

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## **TRADEMARKS**

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