

NOTICE - These are the terms and conditions of Accruit, LLC d/b/a Paysafe Escrow. This is a third party escrow company and not an agent, subsidiary or partner of TruckTractorTrailer.com, Inc. In order to use the escrow services you will be using an API connecting you to their website. These are the terms and conditions of use of the API and Accruit's escrow services. You must agree to these terms and conditions in order to use the escrow services and complete a transaction on the TruckTractorTrailer.com, Inc. Exchange. TruckTractorTrailer.com, Inc. makes no representations or warranties regarding these terms or conditions and has no liability for the actions or inactions of Accruit, LLC.

Last Revised as of March 29, 2018

The website located at www.paysafeescrow.com, together with its subdomains (the **Site**), belongs to Accruit, LLC, a Delaware limited liability company (**Accruit, us, we, our**). Certain aspects of the Services (as defined below) and the Site are subject to additional agreements, guidelines, terms, or conditions (the **Related Agreements**), including our [Privacy Policy](#), as well as the escrow instructions (the **Escrow Instructions**) agreed upon by the Users (defined below) participating in a particular Transaction (defined below). In addition, if you are located in California, our Services may be provided to you by Accruit Escrow California, Inc., a California corporation (**AEC**) and, in such instance, all references in this Agreement to "Accruit, us, we, or our" refer instead to AEC and not Accruit. If there is a conflict between these Terms of Use (this **Agreement**), our Privacy Policy, the Escrow Instructions, and those other Related Agreements, the following order of precedence controls: first, the Escrow Instructions; second, the other Related Agreements; third, the Privacy Policy; and finally, this Agreement.

This Agreement governs use of the Site and the Services. By accessing or using the Site or the Services, you (a) accept and agree to comply with this Agreement, which includes and incorporates our Privacy Policy^[1] and the Escrow Instructions; and (b) represent and warrant that you have the right, authority, and capacity to be bound by this Agreement if you use the Services for your own benefit; and (c) represent and warrant that you have the right, authority, and capacity to bind your Business (as defined below) to this Agreement if you are using our Services on behalf of that Business.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

1. GENERAL.

1.1 OVERVIEW. The Site is intended to allow registered users (each, a **User**), some of whom may be affiliated with third-party providers of auction or brokerage services (each, a **Broker**), to facilitate the purchase, sale, and delivery of goods and services (each such transaction, a **Transaction**) using escrow services provided by or through Accruit (the **Services**). For each

Transaction, a User (each, a **Buyer**) deposits funds with us (the **Escrowed Funds**) that may be dispersed by us to another User selling goods or services to the Buyer (each, a **Seller**).

1.2 SELLERS. If you are a Seller, you authorize us and our authorized agents to (a) initiate the transfer of the Escrowed Funds from the Buyer to you in the manner specified in the Escrow Instructions, less our fees and expenses; or (b) return the Escrowed Funds to the Buyer, less our fees and expenses, if (i) you agree to return the Escrowed Funds to the Buyer through our Site, (ii) you fail to respond to the Buyer on or through the Site within thirty (30) calendar days of a request from the Buyer; or (iii) we are directed by an order or judgment from binding arbitration or a court of competent jurisdiction to return the Escrowed Funds to the Buyer.

1.3 BUYERS. If you are a Buyer, you will deposit Escrowed Funds with us for each Transaction, to be held and administered by us in accordance with the terms of this Agreement. Thereafter, you authorize us and our authorized agents to (a) initiate the transfer of the Escrowed Funds to the Seller in the manner specified in the Escrow Instructions, less our fees and expenses, when you authorize us to do so; or (b) return the Escrowed Funds to you, less our fees and expenses, if (i) the Seller agrees to return the Escrowed Funds to you, (ii) you fail to respond on and through the Site to the Seller within thirty (30) calendar days of a request from the Seller; or (iii) we are directed by an order or judgment from binding arbitration or a court of competent jurisdiction to return the Escrowed Funds to you.

1.4 BROKERS. If you are a Broker, you will use the Site to designate a Payment Method (defined below) that we may use to credit payment of your commission or to debit charges associated with your obligations, you hereby authorize us and our authorized agents to initiate such credits or debits, and you will provide us with information in sufficient detail to enable us to facilitate a Transaction between a Buyer and a Seller. You acknowledge and agree that any transfer of Escrowed Funds for a Transaction will be authorized solely by the Buyer and Seller in accordance with Section 1 of this Agreement.

2. ESCROW.

2.1 LIABILITY AS ESCROW AGENT. We are only obligated to perform those services expressly described in this Agreement and in the Escrow Instructions for a Transaction. In performing our obligations, we will not be liable to any party for damages, losses, or expenses, except those based on gross negligence or willful misconduct on our part. We will not incur any liability for (i) any act or failure to act made or omitted in good faith or (ii) any action taken or omitted in reliance on any instrument, including any written statement or affidavit provided for in this Agreement that we in good faith believe to be genuine, nor will we be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority, provided that we believed, in good faith, that such forgeries, fraud, or impersonations were genuine and acted without gross negligence or willful misconduct. We may consult with legal counsel in connection with our duties under this Agreement and will be fully protected in any act taken, suffered, or permitted by it in good faith and in accordance with the advice of counsel. We are not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any party to a Transaction, including a User's Broker or financial institution.

2.2 CONTROVERSIES. If any controversy arises between any parties to a Transaction, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, (a) we are not required to determine the controversy or to take any action regarding it; (b) we may hold

all documents and Escrowed Funds and may wait for settlement of any such controversy; (c) we may discharge our duties under this Agreement by depositing with an arbitrator or any court of competent jurisdiction, as applicable, all documents and Escrowed Funds held by us, except all costs, expenses, charges, and reasonable attorneys' fees incurred by us due to the action. Upon completion of such deposit, we will be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

2.3 RESIGNATION AND SUBSTITUTION. We may resign as escrow agent for any Transaction at any time upon giving at least ten (10) days' written notice to the parties to a Transaction; provided, however that no such resignation shall become effective until the appointment of a successor escrow agent, which shall be accomplished as follows: the Buyer and the Seller shall use their best efforts to mutually agree on a successor escrow agent within ten (10) days after receiving such notice. If the parties to a Transaction fail to agree on a successor escrow agent within such time, we may appoint a successor escrow agent authorized to do business in the State of Colorado, which successor escrow agent will be deemed reasonably acceptable to the Buyer and the Seller. The successor escrow agent will execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent for the Transaction. Upon the effective appointment of a successor escrow agent, we will be deemed discharged and fully released from any duties and liability under this Agreement.

3. USE OF THE SITE.

3.1 REGISTRATION. To use certain functionality of the Site and the Services, you must register for a user account (**Account**) and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) you are a natural person of at least nineteen (19) years of age. You are solely responsible for maintaining the confidentiality and security of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You may have more than one Account and we may charge you for access to use certain Services offered by the Site; you agree to pay us for the use of that functionality if you chose to subscribe to that functionality.

3.2 LAWFUL PURPOSES. YOU MAY ONLY USE THE SERVICES FOR A LAWFUL PURPOSE, AND MAY NOT USE THE SERVICES (I) FOR GAMBLING PURPOSES, (II) TO SEND A TRANSFER ON BEHALF OF A THIRD PARTY, OR (III) FOR THE SALE OR PURCHASE OF TOBACCO OR TOBACCO RELATED PRODUCTS INCLUDING, BUT NOT LIMITED TO CIGARETTES, CIGARS, CHEWING TOBACCO, HERBAL CIGARETTES, HOOKAH OR SHISHA MOLASSES PRODUCTS THAT CONTAIN TOBACCO, NICOTINE INHALERS/SPRAYS OR ELECTRONIC OR SMOKELESS CIGARETTES.

3.3 COMMUNICATIONS. You agree to receive electronically all communications, agreements, and notices that we provide in connection with any Services (**Communications**), including by e-mail, text, in-app notifications, or by posting them on the Site or through our Services. You agree that all Communications that we provide to you electronically satisfy any legal requirement that

such Communications be in writing and you agree to keep your Account contact information current. You also understand and agree that we create, issue, and verify a digital identification (a **Digital ID**) for each User. This Digital ID is attached to each accepted electronic document and notification e-mail. You agree that your Digital ID is a valid “Electronic Signature” as defined under the Uniform Electronic Transactions Act (1999) as adopted in Colorado in 2002.

3.4 LIMITS ON AUTOMATED USE. You may not, without express prior written permission, do any of the following while accessing or using the Site: (a) tamper with, or use non-public areas of the Services, or the computer or delivery systems of Accrui and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) scrape the Services or the Site, and particularly scrape Content (as defined below) from the Services; (d) use the Services or the Site to send altered, deceptive, or false source-identifying information, including without limitation by forging headers or MAC addresses; or (e) interfere with, or disrupt, (or attempt to do so), the access of any User, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Site, or by scripted use of the Site in such a manner as to interfere with or create an undue burden on the Site.

3.5 SERVICE CHANGES AND LIMITATIONS. The Site and the Services change frequently, and their form and functionality may change without prior notice to you. We retain the right to create limits on and related to use of the Services or the Site in our sole discretion at any time with or without notice. We may also impose limits on certain Services or aspects of those Services or restrict your access to parts or all of the Services without notice or liability. We may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Your Content (as defined below).

3.6 USERS OUTSIDE THE UNITED STATES. The Services are only available in the United States and other jurisdictions where permitted by law, but not all geographic areas, **INCLUDING CALIFORNIA, WASHINGTON, NEVADA, TEXAS, ARIZONA, IDAHO, NEW MEXICO, OREGON, MONTANA, UTAH AND VERMONT..** Transactions conducted by, at, or through the Services may be completed using only the lawful currency of the United States. If you interact with the Site or use the Services outside the United States: (a) you consent to having your personal data transferred to and processed in the United States; (b) if you are located in a country embargoed by the United States, or are on the U.S. Treasury Department’s list of Specially Designated Nationals, you will not engage in Transactions through the Site; and (c) you will not use the Services if you are prohibited from receiving products, services, or software originating from the United States.

3.7 PAYMENT OF FUNDS. You acknowledge and agree that your agreement with your financial institution or applicable laws may limit your ability to transmit or receive funds in the amount or time limits required for a Transaction. Accordingly, we are not responsible for delays in delivery or payments for Transactions due to post times, banking service times, transmission errors, or errors in information provided by you or other Users.

3.8 ISSUES WITH TRANSACTIONS. If we are unable to complete a Transaction for any reason, including based upon our cancellation of the Transaction, we will notify all Users participating in the Transaction of such cancellation. You agree to send us an email as soon as possible, but no later than forty-eight (48) hours after you become aware of any error or issue relating to a Transaction, including any unauthorized access to your Account.

4. FEES AND EXPENSES.

4.1 FEES AND EXPENSES. The Services may include different features, with different benefits, conditions, and limitations. While we may, from time to time, offer trial or free access to the Services, we charge fees and expenses for Services provided in connection with all Transactions, including, without limitation, third-party service fees that may include banking charges or credit card fees. Unless otherwise agreed upon by the parties to a Transaction, access to our Services upon expiration of any trial period is subject to payment of our fees by Seller, an entity with whom you are affiliated (a **Business**), or a Broker. You are solely responsible for payment of any sales, use, personal property or other governmental tax or levy imposed by or otherwise arising from using our Services. You acknowledge that we may make certain reports to tax authorities regarding Transactions that we process.

4.2 CHANGES. We reserve the right to change our fees from time to time. If we change the fee or other charges for your Account, we will give you advance notice of these changes. However, we will not be able to notify you of changes in any applicable taxes, nor will we change the fees applicable to a specific Transaction.

4.3 PAYMENT METHODS. If you provide a credit card or other payment method accepted by us (**Payment Method**) in connection with a Transaction, you expressly agree that we are authorized to charge you the fee corresponding to the terms of your Transaction, any other fees for additional services that you purchase, and any applicable taxes in connection with your use of the Services. If you want to use a different Payment Method than the one you signed up to use during registration of your Account, or if there is a change in your Payment Method, you may edit your Payment Method information by logging in on the Site and viewing your Account details. When you provide a Payment Method for a Transaction, including in connection with a free trial offer, the Site may attempt to verify the information you entered. We may do this by processing an authorization hold, which is a standard practice. We will not charge you in connection with this authorization hold, if any. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

4.4 BILLING. As used in this Agreement, **billing** indicates either a charge or debit, as applicable, against your Payment Method. Fees will be billed upon completion of a Transaction.

4.5 PROMOTIONAL PRICING. If we offer you a promotion (e.g., a promotional price) for fees attributable to our Services, the specific terms of the promotion will be disclosed during your sign-up or in other materials provided to you describing the particular promotion. In the case of promotional pricing, after your promotion ends, we will begin billing your Payment Method for our fees and expenses at the regular price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed in communications made available to you.

5. CONTENT.

5.1 DEFINITION. **Content** means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Site. **Your Content** means Content that you submit, transfer, upload, or otherwise provide to the Site, together with reviews or testimonials submitted to the Site by you (**Reviews**).

5.2 RIGHTS. Subject to the licenses set forth in this Agreement, you retain ownership and/or other applicable rights in Your Content, and we and/or third parties retain ownership and/or other applicable rights in all Content other than Your Content.

5.3 YOUR CONTENT. You are solely responsible for Your Content. You assume all risks associated with use of Your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your Content that makes you or any third party personally identifiable. You may not state or imply that Your Content is in any way provided, sponsored or endorsed by us. We are neither obligated to remove any of Your Content from the Site, unless required by applicable Law, nor obligated to back up any of Your Content. Your Content may be deleted at any time.

5.4 LICENSE. When you provide Your Content to us through the Site, you grant us a perpetual, non-exclusive, worldwide, royalty-free, sublicensable (through multiple levels), transferable right and license to copy, use, host, store, cache, reproduce, display, perform, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), and create derivative works of, Your Content. The rights you grant in this license are for the purposes of allowing us to operate the Services in accordance with their functionality, to improve the Services, to develop new Services, and to allow you to sell Items through the Site. You will respect the intellectual property rights of others and represent and warrant that you have all of the necessary rights to grant us this license to Your Content.

5.5 OUR CONTENT. Our Content may not be reproduced, copied, sold, or used for any commercial purpose without written consent from us. As a User, we grant you a worldwide, revocable, non-exclusive, non-sublicensable, and non-transferable license to download, store, view, display, perform, redistribute, and create derivative works of our Content solely in connection with your use of, and in strict accordance with the functionality and restrictions of, the Services and the Site. This means, for example, that we license Material Models to you for purposes of creating Works.

5.6 CERTAIN RESTRICTIONS. The rights granted to you under this Agreement, except as expressly stated or otherwise permitted in this Agreement, are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, customize, or otherwise commercially exploit the Site or Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) you will not access the Site or Services in order to build or promote a similar or competitive service; and (d) no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site or Services content must be retained on all copies thereof. We reserve the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof. You acknowledge and agree that we will provide you only with commercially reasonable support or maintenance in connection with the Site or Services.

5.7 FEEDBACK. If you provide us with any feedback or suggestions regarding the Site or Services (together, the **Feedback**), you hereby assign and agree to assign to us upon our request

all rights in the Feedback and agree that we shall have the right to use such Feedback and related information in any manner we deem appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

6. ACCEPTABLE USE.

6.1 PRIVACY. You agree that you will only use the personal information of other Users made available to you for the purposes of interacting with them in relation to the Services, if any. You must not use their personal information for any other purpose, including for marketing purposes.

6.2 WORKS. You agree not to use the Site or the Services to provide any products or services that (a) violate any third-party right, including any proprietary rights; (b) are unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) is in violation of any laws, or obligations or restrictions imposed by any third party.

6.3 REVIEW. We reserve the right (but have no obligation) to review any of your Transactions, investigate, and/or take appropriate action against you in our sole discretion (including cancelling or modifying your Transactions, terminating your Account, interpleading your funds, and/or reporting you to law enforcement authorities) if you violate this [Section 6](#) or any other provision of this Agreement or otherwise create liability for us or any other person.

7. TERMINATION. We may terminate or suspend your access to or ability to use any and all Services immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. In particular, we may immediately terminate or suspend Users that have been flagged for repeat infringement or violation of [Section 6](#) of this Agreement. Upon termination of your access to or ability to use a Service, including but not limited to suspension of your access to a Service, your right to use or access that Service will immediately cease. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to us or any third party.

8. LIMITATIONS ON LIABILITY; INDEMNIFICATION.

8.1 DISCLAIMER. Your access to and use of the Services or the Site is at your own sole risk. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, ACCRUIT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no representations or warranties of any kind with respect to the Site or the Services, including any representation or warranty that the use of the Services or the Site will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. We also make no representations or warranties of any kind with respect to any goods or services sold or disposed of using our Services (the **Property**); diligence on any other

User or any Property is solely your responsibility. No advice or information, whether oral or written, obtained from us or through the Services, will create any warranty not expressly made herein. We are not responsible for any representations, warranties, or guaranties made by any other User of our Site or the Services. In no event will we be liable for any act or omission of any third party, including, but not limited to, your financial institution, any payment system, any third-party service provider, any provider of telecommunications services, Internet access or computer equipment or software, any mail or delivery service, any payment or clearing house system, or for any circumstances beyond our control (including but not limited to, fire, flood or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, infiltration or hacking by a third party, or failure or interruption of electrical, telecommunications or other utility services).

8.2 RELEASE. You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and release, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions or transactions of you with, or act or omission of you in relation to other Users, including Brokers.

8.3 LIMITATION ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ACCRUIT NOR ITS AFFILIATES WILL BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE OR THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR USER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY OF YOUR PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF ACCRUIT AND ITS AFFILIATES FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF ONE HUNDRED DOLLARS (US \$100.00) OR THE AMOUNT PAID US TO USE THE APPLICABLE SERVICE(S).

8.4 INDEMNIFICATION. THE PARTIES TO EACH TRANSACTION HEREBY AGREE, JOINTLY AND SEVERALLY, TO INDEMNIFY AND HOLD US HARMLESS AGAINST ANY AND ALL THIRD-PARTY LOSSES, CLAIMS, DAMAGES AND LIABILITIES, INCLUDING REASONABLE COSTS OF INVESTIGATION, ATTORNEYS' FEES, AND DISBURSEMENTS THAT MAY BE IMPOSED ON US OR INCURRED BY US IN CONNECTION WITH THE PERFORMANCE OF OUR DUTIES UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LITIGATION ARISING FROM THIS AGREEMENT OR INVOLVING ITS SUBJECT MATTER, UNLESS SUCH LOSS,

LIABILITY, CLAIM OR EXPENSE SHALL HAVE BEEN DETERMINED BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION TO BE A RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.5 RELATIONSHIP. At all times, except as otherwise explicitly contemplated by this Agreement, you and Accruit are independent contractors, and are not the agents or representatives of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce this Agreement. There are no third-party beneficiaries to this Agreement. You must not represent to anyone that you are an agent of Accruit or are otherwise authorized to bind or commit us in any way without our prior written authorization.

8.6 LINKS TO THIRD PARTIES. The Site may contain links to websites maintained by third parties. Please be aware that these links are provided for your convenience and reference only. We do not operate or control in any respect any information, software, product or services available on such websites. The inclusion of a link to a third-party website does not in any way imply an endorsement of the services or of that website, its contents, or its sponsoring organization.

9. GENERAL.

9.1 LAW AND FORUM FOR LEGAL DISPUTES. THIS AGREEMENT IS GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. You agree that any claim or dispute you may have against us may be resolved in a state or federal court in the City and County of Denver, Colorado except as otherwise agreed by the parties, as detailed in the Escrow Instructions.

9.2 MODIFICATIONS TO THIS AGREEMENT. We reserve the right to modify this Agreement by (1) posting a revised version of this Agreement on the Site; and (2) providing notice to you that this Agreement have changed, generally through the Services. You are responsible for reviewing and becoming familiar with any modifications to this Agreement. We may sometimes ask you to review and to explicitly agree to (or reject) a revised version of this Agreement. In such cases, modifications will be effective at the time of your agreement to the modified version of this Agreement. If you do not agree at that time, you are not permitted to use the Services. Modifications of this Agreement will not apply to Transactions underway at the time of such modification.

9.3 WAIVER. The waiver by either you or Accruit of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to this Agreement to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

9.4 SEVERABILITY. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

9.5 ASSIGNMENT. You may not assign or novate your rights or obligations under this Agreement or any other agreement or instrument referenced in this Agreement, whether by assignment, merger, or operation of law, without our prior written consent. This Agreement and all other agreements referenced in this Section 9.4 are freely assignable by us.

9.6 NOTICES. Except as otherwise permitted by this Agreement, any notice required or permitted to be given in connection with the Services will be effective only if it is in writing and sent using: (a) the Services; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth in your Account or on the Site, with a copy, in the case of Accruit, to legal@paysafeescrow.com. You may change address for receipt of notice in accordance with this [Section 9.8](#). Notices are deemed given upon receipt if delivered using the Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

9.7 LEGAL PROCESS. If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Account, placing a reserve or limitation on your Account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your Account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.