

Saint John Capital Corporation “Click & Pay”

License and Terms and Conditions of Use

A Brief Summary

What follows are the License and Terms and Conditions of Use (the “Terms”) that govern your use of the Saint John Capital Corporation (“Saint John Capital”) Application Program Interface (“Click & Pay”) that appears on the SaintJohnFactoring.com website (hereinafter the “Website”). “CLICK & PAY” allows third-party transportation management services software companies, load boards, and end-user trucking clients to integrate with the “Get Paid” functionality on the Website. Please take the time to review these terms carefully. As is explained in the Terms, Saint John Capital reserves the right to change these terms and conditions from time to time. So, check back often for updates.

There are a few things in the Terms that we at Saint John Capital would like to draw your attention to:

- If you don’t agree to the Terms, you are not permitted to use “CLICK & PAY” or the Website.
- If you have any questions or concerns regarding anything that appears on the Website, please feel free to contact us. Our email address and other contact information can be found by visiting the following webpage:
<http://SaintJohnCapital.com>.
- The Website has a Privacy Policy. It is published at <http://SaintJohnCapital.com/privacy-policy>. The Privacy Policy is a part of the Terms, and by using the Website you agree to be bound by the Privacy Policy.
- On occasion, additional technical documentation will be published with respect to “CLICK & PAY”. Any such documentation (and the requirements therein) shall be considered as included in the Terms and Conditions of Use

These points are just for your assistance, and in no way supersede or replace the Terms and Conditions of Use that appear below. Thank you for using the Website.

Terms and Conditions of Use

Acceptance of Terms

“CLICK & PAY” is provided on a website operated by Saint John Capital, an Illinois corporation (Saint John Capital). “CLICK & PAY” allows third-party transportation management service software companies to integrate the “Get Paid” functionality of the Website. All of the preceding services (collectively referred to as “the Service”) are subject to the following Terms and Conditions of Use.

By using the Service in any way, you are agreeing to comply with the Terms and Conditions of Use. Should you object to any term or condition of the Terms and Conditions of Use or any subsequent modifications to the Terms and Conditions of Use, or should you become dissatisfied with “CLICK & PAY” or the Website in any way, **your only recourse is to immediately discontinue use of the Website and “CLICK & PAY”**. Saint John Capital has the right, but not an obligation, to strictly enforce the Terms and Conditions of Use through self-help, active investigation, litigation, and prosecution.

Modifications to This Agreement

Saint John Capital reserves the right, at its sole discretion, to change, modify, or otherwise alter these terms and conditions at any time. Such modifications will become effective immediately upon their posting. **You must review this agreement on a regular basis to keep yourself informed of any changes.** You can find the most recent version of the Terms and Conditions of Use at: [SaintJohnFactoring.com/API/Terms and Conditions](http://SaintJohnFactoring.com/API/Terms%20and%20Conditions)

Permitted Uses of “CLICK & PAY”

Your permission to use The Website is conditioned upon your agreement that:

1. You are 18 years of age or older. You must be 18 years old or older to use “CLICK & PAY” and the service offered on the Website.
2. You will comply with these Terms & Conditions of Use.
3. You will not copy or distribute any part of the Service in any medium without Saint John Capital’s prior written authorization.
4. You will comply with any and all technical documentation, usage guidelines, call volume limits, and other documentation maintained or made available with respect to “CLICK & PAY” by Saint John Capital.
5. You are solely responsible for your User ID and the activity that occurs while signed-in to, or while using the Service using your User ID.

6. The Service, including all of its information and contents, such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, software, and the HTML used to generate the pages (the "Materials and Content"), is the property of Saint John Capital or that of one or more of the suppliers or licensors of Saint John Capital . The Materials and Content is protected by patent, trademark, and/or copyright under United States and/or foreign laws.
7. You will not copy, reproduce, republish, upload, post, transmit, or distribute in any way the Material or Content on the Service.
8. Except as otherwise provided on the site or in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, delete, add to, license, post, transmit, or distribute any Materials and Content from this Service, in whole or in part, for any public or commercial purpose without the specific prior written permission of The Website

Forbidden Uses of "CLICK & PAY" and the Website

Your permission to use "CLICK & PAY" and the Website is conditioned upon your agreement that you will not:

1. Violate, or attempt to violate, the security of the Services, including, without limitation, the following:
 - a. Accessing data not intended for you or logging-on to a The Website server or account, which you are not authorized to access;
 - b. Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
 - c. Attempting to interfere or interfering with the operation of the Service, the provision of services to any other users of the Service, our hosting provider, or our network, including, without limitation, by means of submitting a virus to the Service, overloading, "flooding", "mail bombing," or "crashing" the Service; and/or
 - d. Forging any TCP/IP packet header or any part of the header information of any email or transmission or posting to the Service.
2. Violate any local, State, or Federal laws or regulations.
3. Creating fraudulent registration credentials, using payment information that is not your own and/or that you do not have permission to use, and/or registering with the Service with the predetermined intent to contest charges with a credit card company.

4. Using “CLICK & PAY” or the Website to engage in any anticompetitive behavior.
5. Take any action that could conceivably damage the Website, its affiliates, its suppliers, or any other parties as determined by Saint John Capital.
6. Infringe any patent, trademark, trade secret, copyright, or other proprietary rights of any party.

Intellectual Property and Proprietary Rights

As between you and Saint John Capital , or any other company whose marks appear on the Service, Saint John Capital (or the respective company) is the owner and/or authorized user of any registered or unregistered trademark, trade name, and/or service mark appearing on the Service, and is the copyright holder or licensee of the Materials and Content of the Service, unless otherwise indicated. This explicitly includes all elements of “CLICK & PAY”. Saint John Capital logos, designs, titles, phrases, and product names and the copyrights, trademarks, service marks, trade dress, and/or other intellectual property in such materials (collectively ““CLICK & PAY” Intellectual Property”) are owned by Saint John Capital and may be registered in the United States and internationally. You agree not to display or use “CLICK & PAY” Intellectual Property in any manner without Saint John Capital ’s prior permission.

Nothing on the Service should be construed to grant any license or right to use any “CLICK & PAY” Intellectual Property without the prior written consent of The Website, with the exception of license to use “CLICK & PAY” itself in accord with these Terms.

Except as otherwise provided in these Terms, the use of the Service does not grant you a license to any Materials and Content or features you may access on the Service, and you may not modify, rent, lease, loan, sell, distribute, or create derivative works of such Materials or Content, features or materials, in whole or in part. Any commercial use of the Service is strictly prohibited, except as allowed in these Terms or otherwise approved by The Website. You may not download or save a copy of any of the Materials and Content or screens for any purpose except as otherwise provided by The Website. If you make use of the Service, other than as provided in these Terms, in doing so you may violate copyright and other laws of the United States and/or other countries, as well as applicable state laws, and you may be subject to liability for such unauthorized use. The information on the Service including, without limitation, all Service design, text, graphics, interfaces, and the selection and arrangements is protected by law including, but not limited to, copyright law.

Privacy and Information Disclosure

“CLICK & PAY” and Website has established a Privacy Policy to explain to users how their information is collected and used. The Privacy Policy is located at the following web address: <http://SaintJohnCapital.com/privacy-policy>. Your use of the Website or the Service signifies acknowledgement of, and agreement to, our Privacy Policy.

In the course of your use of the Service, you may be asked to provide information to us. You acknowledge and agree that you are solely responsible for the accuracy and content of such information.

If you respond to The Website with any information, including (but not limited to) feedback, data, questions, comments, suggestions, or the like, such information **shall not be deemed confidential**. All such submissions shall be deemed the property of The Website, and your submission of information shall constitute an irrevocable assignment to The Website of all worldwide rights, titles, and interests in and to such information. The Website shall not be liable for any use or disclosure of such information. The Website will not have any obligation to keep such information confidential and will be free to reproduce, use, disclose, and distribute the information to others without limitation. The Website will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products which incorporate or otherwise rely upon such information.

However, The Website use of any personal information (name, etc.) you provide to the Service shall be governed by our Privacy Policy.

Transmission of Information

Because we do not control the security of the Internet or other networks you use to access the Site or communicate with us, we cannot be, and are not, responsible for the security of information that you choose to communicate with The Website and the Service while it is being transmitted. In addition, The Website is not responsible for any data lost during transmission.

Exclusivity and Non-Competition

By using “CLICK & PAY”, you agree that you will exclusively use the Saint John Capital “CLICK & PAY” and will not suffer or allow any other similar API on your software, platform, or application that offers similar functionality to a competing company. A company shall be deemed to be a “competing company” if it is in the

business of providing transportation factoring services, or is affiliated with a company, or its principals, shareholders, or agents, that provides transportation factoring services.

By using "CLICK & PAY", you further agree that for a period of five (5) years after your last use of "CLICK & PAY", you shall not, directly or indirectly, sell or otherwise provide to any third party any product or service or otherwise engage or invest in any business that is of the same nature as Saint John Capital or "CLICK & PAY", whether as a principal or for its own account, or as a shareholder or other equity owner in any person or company that sells or otherwise provides any product or service or otherwise engages in any business that is of the same nature as the Saint John Capital or "CLICK & PAY".

DISCLAIMER OF WARRANTIES

NEITHER THE WEBSITE, NOR ITS AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING: (1) THE OPERATION OR PERFORMANCE OF THE WEBSITE, THE SERVICE, OR ANY THIRD PARTY SITE; (2) THE NATURE, CONTENT, OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY INFORMATION, MATERIAL, APPARATUS, OR OTHER PROCESS CONTAINED ON, DISTRIBUTED THROUGH, OR LINKED, DOWNLOADED OR ACCESSED FROM THE SITES (INCLUDING WITHOUT LIMITATION, THOSE CONTAINED ON A THIRD PARTY SITE); (3) ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH A THIRD PARTY SITE, OR ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF AN ADVERTISEMENT, OR OTHER INFORMATION OR MATERIAL ON, OR IN CONNECTION WITH, THIS WEBSITE; OR (4) THE INTERNET GENERALLY.

YOU AGREE THAT USE OF THE WEBSITE SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE WEBSITE SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE WEBSITE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE WEBSITE SITE OR THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED

WARRANTIES. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INSOFAR AS THEY RELATE TO IMPLIED WARRANTIES.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE WEBSITE AND/OR SAINT JOHN CAPITAL BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE WEBSITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE WEBSITE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE WEBSITE SITE OR THE SERVICE, FROM INABILITY TO USE THE WEBSITE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE WEBSITE SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH, OR ADVERTISED IN CONNECTION WITH, THE WEBSITE SITE OR THE SERVICE OR ANY LINKS ON THE WEBSITE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE SITE, OR THE SERVICE OR ANY LINKS ON THE WEBSITE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold Saint John Capital, The Website, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, and employees, harmless from any claim or demand, including reasonable attorney's fees and court costs, made by any third party due to or arising out of your use of the Service, your violation of the Terms and Conditions of Use, your breach of any of the representations and warranties herein, or your violation of any rights of another.

Electronic Communications

The communications between you and Saint John Capital and/or The Website use electronic means, whether you visit the Service or send us emails, or whether The Website posts notices on the site, or communicates with you via email. For contractual purposes, you (a) consent to receive communications from The Website in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that The Website provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

General Information

The Terms and Conditions of Use constitute the entire agreement between you and The Website, and govern your use of the Service, superseding any prior agreements between you and The Website. This is separate and distinct from any agreements that may exist between you and Saint John Capital Corporation with respect to other services, and those other contracts or agreements governing those services shall still control. You agree that no joint venture, partnership, employment, or agency relationship exists between The Website and you as a result of this Agreement or your use of the Service. The Terms and Conditions of Use and the relationship between you and The Website shall be governed by the laws of the State of Illinois without regard to its conflicts of law provisions. You and The Website agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Cook, in the State of Illinois. The failure of The Website to exercise or enforce any right or provision of the Terms and Conditions of Use shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Conditions of Use remain in full force and effect. **You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service or the Terms and Conditions of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.**