



General Terms & Conditions for merchants

Version 2016.1 effective September 1, 2016

1. General

1.1 This document contains terms and conditions (these “General Terms and Conditions”) governing the relationship between PayNode A.B. (“PayNode”) and the merchant (“Merchant”) which elects to use the services provided by PayNode (the “Services”) on the PayNode website (the “Site”). In addition, the terms of the PayNode Privacy Policy are applicable to all users of the Services. The current version of PayNode’s Privacy Policy (the “Privacy Policy”) is available on the Site and upon request.

2. The PayNode Services

2.1 PayNode provides access to the Services via the Site and through other applications and platforms. The Site and Services are used by PayNode Merchants to facilitate the payment of air charters and related services, and other related services as further described in Section 6.

3. Access to the PayNode services

3.1 Authorized use

3.1.1 Access to the Services is granted to Merchant at PayNode’s sole discretion. Access to the Services will be activated once 1) Merchant agrees to these General Terms and Conditions for Merchants, and 2) an agreement has been signed by Merchant and one or more PayNode payment processing partners (each, an “Agreement”). Merchant’s right to use the Services is contingent upon Merchant’s compliance with these General Terms and Conditions, the terms of an Agreement, as well as any additional terms applicable to the various payment options made

available to Merchant upon its selection to participate in such payment option (collectively, “Terms”). Merchant may not access or use, and is not authorized to access or use, any Services other than in full compliance with all Terms.

3.1.2 The Services, as well as the data and information provided through the Services, may only be used in support of Merchant’s business, and are subject to the restrictions set forth in these General Terms and Conditions for Merchants.

3.2 Fees

3.2.1 The Services, as well as the data and information provided through the Services, may only be used in support of Merchant’s business, and are subject to the restrictions set forth in these General Terms and Conditions for Merchants.

3.3 Minimum requirements

3.3.1 The Services are designed for use only with certain supported browsers, and are subject to system limitations and minimum operating specifications. The Services may not work properly if used with other browsers or if these limitations and specifications are not met. The list of supported browsers can be found on the Site.

3.4 User id’s and passwords

3.4.1 Merchant will be provided with a number of user accounts. User accounts may include credentials for access to specific Services as well as general account credentials. Merchant may only assign user accounts to its employees and representatives as provided herein, and employees and representatives to which Merchant has assigned user accounts may only use those user accounts in connection with the services they perform for Merchant’s benefit. Each user account may only be used by the individual user to which the account is assigned. User accounts may not be shared or used by more than one authorized individual.

3.4.2 Merchant is fully responsible for any and all use of the Services by anyone using a user account provided by PayNode to Merchant, including ensuring that all such individual users comply with all Terms. All obligations of the “Merchant” hereunder shall also apply to anyone using, or accessing the Services through, Merchant’s account.

3.4.3 Each user account is associated with a specific user ID, password and email. A user account may only be established with a user email that contains Merchant’s company domain and the user name must consist of the individual user’s first and last name. User emails that do not contain

Merchant's company domain are not allowed, such as @gmail, @yahoo, @hotmail, etc. Any user account established with an email not containing Merchant's domain, or with a user name that does not consist of the individual user's first and last name may be suspended or terminated without notice.

3.4.4 Each user ID and each password is confidential and the assigned user may not disclose or share it with anyone else, including other employees or representatives of Merchant or individuals outside Merchant's organization, and it may not be used for any unauthorized purpose. Merchant will use all reasonable efforts to make sure that employees and representatives who are provided with a user ID and a password undertake to keep such information confidential and Merchant will implement adequate security measures to make sure that its user IDs and passwords are not disclosed and/or misused.

4. Payment requests

4.1 Use and ownership

4.1.1 As between PayNode and Merchant, any and all content, data, documents, images and other information that Merchant transmits through the Site ("Payment Requests") shall remain Merchant's sole and exclusive property. Merchant shall be solely responsible for its Payment Requests. By transmitting Payment Requests through the Site Merchant hereby grants PayNode, its affiliates, and its and their successors a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sub-licensable (through multiple tiers) and transferable license to use, copy, display, perform, transmit and otherwise distribute the Payment Requests on and through the Services, in any and all mediums, now known or hereafter developed. Merchant also grants each individual or business to which Merchant has submitted a Payment Request using the Services (each, a "Payor"), a non-exclusive license to access and use the Payment Requests applicable to such Payor.

4.1.2 Merchant agrees to only submit Payment Requests for bona fide Air Charter Services that it has provided or intends to provide. "Air Charter Services" include the provision of charter flights, catering, ground services, and related products or services. Merchant also agrees that it will only submit Payment Requests which, to the best of Merchant's knowledge, are true, accurate, current, complete, and not misleading.

4.1.3 PayNode may remove any Payment Request from display in its sole discretion, including but not limited to Payment Request it deems to be in conflict with these General Terms and Conditions for Merchants, any other component of the Terms, or applicable local, state, federal, national, provincial, foreign, and international statutes, treaties, regulations, rules, ordinances, orders, and other laws (each, a "Law").

4.2 Privacy policy, use of merchant and client information

4.2.1 The primary objective of the Services is to store, analyze and exchange information and facilitate Merchant's receipt of payments made through PayNode's payment processing partners. Hence, by using the Services Merchant agrees and acknowledges that PayNode may collect, process, and use information in a variety of ways. Such information includes, but is not limited to, information about Merchant or provided by Merchant, Payment Requests, information regarding activities on the Site and the use of the Services, as well as messages sent or received by Merchant through the Services (all information collected from and about Merchant being "Merchant Information").

4.2.2 Upon issuing a user account, including a user ID and password, and in maintaining and servicing Merchant's account and providing the PayNode Service, PayNode will collect, process, and use personal data, such as name and contact details, of Merchant's employees and representatives. To provide the Service, PayNode will also collect, process, and use information, such as personal data, regarding Payors provided by Merchant, in order to fulfill PayNode's obligations under the Terms and for other purposes related to the Services. Such personal data and other information shall be "Merchant Information" hereunder, and PayNode may collect, process, and use such personal data and other information in accordance with the provisions of the Privacy Policy and as contemplated by the Terms, including for the provision of the PayNode Service, for the performance of usage analyses, and for statistical purposes. Merchant hereby accepts and agrees to such collection, processing, and use of information and personal data. Merchant agrees to inform all employees, or representatives affected by PayNode's collection, processing, and use of their personal data, and to obtain the consent of each such employee or representative to such collection, processing, and use. Merchant also agrees to ensure that Payors' information and personal data provided by Merchant may be transferred to PayNode and used by PayNode within the Services and as contemplated by the Terms, including without limitation obtaining all necessary consents.

4.2.3 PayNode may use, copy, transmit, distribute, sell, transfer, disclose, and display any information provided through Payment Requests and other Merchant or user Information for any purpose in the form of generic statistical data (for the purpose of these General Terms and Conditions, "generic statistical data" means anonymized aggregated data gathered from at least three different companies).

5. Abuse

5.1 Merchant and any user may not, and may not attempt to, enter any form of data, device, software or routine that could pose a threat to the security or functionality of the Services, including

but not limited to HTML, ASP, XML, viruses, Trojans, hyperlinks, auto responders, time bombs or cancel bots.

5.2 Merchant and any user may not, and may not attempt to, damage or interfere with the functionality, security, or proper working of any of the Services or surreptitiously intercept or expropriate any system, data or information from the Service.

5.3 Merchant and any user may not, and may not attempt to, take any action which imposes an unreasonable or disproportionately large load on any of the PayNode Service, or any infrastructure connected therewith, including but not limited to “spam”, denial of service attacks, unsolicited mass e-mailing and other techniques.

5.4 Merchant and any user may not, and may not attempt to, use the PayNode Service for any fraudulent or illegal purpose or in any way that violates any applicable Law or violates, infringes, or misappropriates the rights of any third party.

5.5 Merchant and any user may not, and may not attempt to, use the PayNode Service to attempt to collect any amounts not actually owed by Payors for bona fide services, harass or harm any individual or entity, or to impersonate any person or entity, or misrepresent Merchant’s affiliation with any person or entity.

5.6 Merchant and any user may not use the PayNode Service any purposes other than those expressly authorized by PayNode, and may not use the Services for any competing purposes.

5.7 Merchant and any user may not, and may not attempt to, engage in any form of data scraping, unauthorized downloading, or hacking aimed at accessing or retrieving data or content from any of the Services.

5.8 Merchant and any user may not, and may not attempt to, reproduce, reverse engineer, decompile, disassemble, modify or create derivative works with respect to any of the Services or any component of any of them.

5.9 Any breach by Merchant and any user of this Section 5 shall for all purposes be regarded as a “material breach” of the Terms.

6. PayNode Services

6.1 PayNode provides or will provide a range of different services to its Merchants, which may from time to time include business analysis services, business management tools, mobile and web-

based application solutions, and application programming interface access. For additional fees, Merchant may elect to include additional service which may be offered by PayNode from time to time. Such additional services may require additional or updated Terms with PayNode or PayNode partners, with separate product and price listings for each additional service selected by Merchant. Once added, the term “Service” as used herein and in any applicable Agreement, will include all such additional services, and their use will be governed by the provisions of the Terms, including any applicable Agreement.

6.2 Any products and services created by or modified by PayNode at the request of Merchant may be made available to other Merchants by PayNode, without restriction, unless otherwise specifically agreed between PayNode and Merchant.

7. Changes and amendments

7.1 General Terms and Conditions, Supplemental Terms

7.1.1 PayNode may update or change these General Terms and Conditions and/or the Privacy Policy at any time and in its sole discretion, by posting on the Site, or emailing to Merchant at the email address Merchant has provided to PayNode, a change notice or a revised General Terms and Conditions and/or Privacy Policy. If any modification is unacceptable to Merchant, Merchant’s only recourse is to terminate its use of the Services and to give PayNode’s payment processing partners notice of termination in accordance with the Terms and the applicable Agreement(s). Merchant’s continued use of any Services following the effective date of any revised General Terms and Conditions and/or Privacy Policy that was posted on the Site or emailed to Merchant as provided in this Section 7.1.1 will constitute Merchant’s binding acceptance of the update or change.

7.2.2 Merchant may discontinue its use of the Service at any time in its sole discretion.

7.2.3 Upon notice of a revised version of these General Terms and Conditions and/or the Privacy Policy, Merchant shall have the right to terminate its agreement to the Terms and discontinue its use of the PayNode Service.

8. Effect of suspension modification of services, termination, or expiration

8.1 Upon suspension of Merchant’s use of the Service, in whole or in part, for any reason, (i) Merchant will remain liable for all fees, charges, and any other obligations with respect to the

suspended Service incurred through the date of such suspension; (ii) fees will continue to accrue for any portion of the PayNode Service that is still in use by Merchant, notwithstanding the suspension; and (iii) all of Merchant's rights with respect to the suspended Service shall be terminated during the period of the suspension.

8.2 Upon termination or expiration of the Terms for any reason: (i) Merchant remains liable for all fees, charges and any other obligations incurred through the date of termination or expiration with respect to the Service, including any Agreement with a PayNode payment processor; (ii) all of Merchant's rights under the Terms and all of Merchant's rights with respect to the PayNode Service shall immediately terminate; and (iii) the rights and obligations of the parties under Sections 4.1.1, 4.2, 5, 9, 10, and 13 through 27 will survive the termination or expiration. No termination or expiration of the Terms will relieve either party of any liability for any breach of, or liability accruing prior to termination or expiration.

9. User's representations, undertaking and warranties

9.1 By using any PayNode Service, Merchant represents, undertakes and warrants that at all times relevant to using the PayNode Service:

- (a) Merchant is a duly formed and validly existing company, corporation, partnership, sole proprietorship, or similar legal entity under the Laws of its place of business, registration, and formation;
- (b) Merchant is duly authorized to agree to the Terms;
- (c) any person that is provided with a user account, and the user ID and the password associated to such account, has the right and authority to act through the Services on behalf of Merchant;
- (d) all information provided by or on behalf of Merchant to PayNode or through the PayNode Service, is and will be true, correct and not misleading;
- (e) Merchant owns and/or has the necessary licenses, rights, consents, and permissions to use and authorize PayNode to use all patent, trademark, trade secret, copyright or proprietary rights in and to any and all Payment Requests to enable inclusion and use of the Payment Requests by the PayNode Service;
- (f) Merchant shall comply with all applicable Laws, as well as all applicable industry standards, including obtaining all necessary permits and/or approvals, in connection with the performance of its obligations under the Terms, the use of the PayNode Service, and the marketing, selling and/or operation of charter flights; and
- (g) Merchant is not insolvent, has not gone into liquidation, has not had a receiver appointed for any or all of its assets, has not entered into receivership, is not declared bankrupt, has not taken general measures to cease payments of its debts, has not entered

into negotiations for a general agreement with its creditors, has not entered into composition, reorganization or similar arrangements with its creditors.

10. PayNode's representation, undertaking and warranties

10.1 By providing the PayNode Service, PayNode represents, undertakes and warrants that at all time relevant to providing the PayNode Service:

- (a) PayNode is duly incorporated and validly existing under the Laws of its jurisdiction of incorporation; and
- (b) PayNode is duly authorized to agree to the Terms.

10.2 Subject to Section 11, PayNode shall use commercially reasonable efforts to keep the Site and the Service available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, PayNode reserves the right to make the Site and the Services unavailable from time to time in order to install new releases, to perform maintenance, or to undertake activities to protect or improve the Site and the Services or the information provided through them. PayNode will make reasonable efforts to notify Merchants in advance of any planned system downtime expected to last more than 30 minutes by posting notices on the Site and/or by sending an e-mail notification to Merchant at the e-mail address associated with Merchant's account(s) that have administrative rights. PayNode does not assume responsibility for reasonable unavailability and downtime, or unavailability and downtime caused by force majeure or other events and circumstances beyond PayNode's control, it being understood that failure in Merchant's internet access, the transfer of data, problems inherent in the use of communication facilities and failures caused by any Merchant not adhering to PayNode's instructions or policies will always be considered circumstances beyond PayNode's control.

11. Right to discontinue or modify services

11.1 PayNode reserves the right to discontinue or suspend providing the PayNode Service, in part or in their entirety, and to modify the PayNode Service or any nature, features, functions, scope, or operation thereof, at any time and from time to time. PAYNODE, ITS AFFILIATED ENTITIES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND LICENSORS (COLLECTIVELY, THE "PAYNODE PARTIES") SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISCONTINUANCE, SUSPENSION, OR CHANGES, OR FOR TERMINATING ANY RIGHTS

GRANTED HEREIN, REMOVING ANY PAYMENT REQUESTS, OR SUSPENDING, MODIFYING, OR TERMINATING THE USER'S OR THE USER'S ACCESS TO THE PAYNODE SERVICE.

12. No responsibility for other users, third party content, or third party services

12.1 PayNode is not a party to transactions or contractual arrangements that may arise between Merchants and Payors, even if PayNode facilitates those payments, transactions or contractual arrangements. Because PayNode's Merchants are independent entities with their own operating policies, procedures and processes, and because they operate independently of PayNode, PayNode cannot and will not control or monitor their actions, other than their use of the Services. PayNode does not endorse any of its Merchants, their services or the quality or legality thereof, or their ability to pay for services. PayNode is not responsible for the terms and conditions under which Merchants offer their services, or the cancellation policies applicable thereto, even though these may be presented on the Site. Any agreements entered into by Merchant, anyone using Merchant's user account, Merchant's employees, contractors, and representatives, Merchant's clients, and all other persons to whom Merchant provides access to any Services (collectively, the "Merchant Parties") with any other party (including another PayNode Merchant or other party accessing the PayNode Service) are at the sole discretion and risk of Merchant, and each Merchant bears the full responsibility for the same. Once payment is made through the Services, PayNode has no responsibility to intervene in any disputes between Merchants and Payors, to terminate or suspend any Merchant's Party's right to use the Services based on any complaint by any other Merchant Party or for any other reason, or to provide contact information for any Merchant Party to any other Merchant Party. WITHOUT LIMITING THE GENERALITY OF SECTIONS 13 AND 14 OF THESE GENERAL TERMS AND CONDITIONS, MERCHANT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYNODE PARTIES SHALL NOT BE RESPONSIBLE FOR, AND SHALL NOT INCUR ANY LIABILITY TOWARDS THE MERCHANT PARTIES FOR ANY LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION, FINANCIAL LOSS, LOSS OF BUSINESS, PROPERTY DAMAGE, EMOTIONAL DISTRESS, PERSONAL INJURY, OR DEATH) RESULTING FROM OR ARISING OUT OF: (A) ANY INFORMATION PROVIDED OR ANY REPRESENTATION MADE BY ANY USER, MERCHANT PARTY OR ANY OTHER PAYNODE MERCHANT (B) ANY AGREEMENTS ENTERED INTO BY ANY MERCHANT PARTY WITH ANOTHER PAYNODE MERCHANT OR USER; OR (C) ANY SERVICES RENDERED BY, OR ANY ACTS OR OMISSIONS OF, ANY USER, MERCHANT PARTY OR ANY OTHER PAYNODE MERCHANT (INCLUDING WITHOUT LIMITATION ANY AIR CHARTER SERVICES, OR ANY DELAY, ACCIDENT, OR COMPLICATIONS RELATED THERETO), REGARDLESS OF WHETHER PAYNODE FACILITATED THE PAYMENT TRANSACTIONS AND REGARDLESS OF THE BASIS OF SUCH CLAIMS, AND MERCHANT, ON BEHALF OF ITSELF AND THE OTHER MERCHANT PARTIES, HEREBY WAIVES AND

RENOUNCES ANY RIGHT IT OR THEY MAY OTHERWISE HAVE TO CLAIM INDEMNIFICATION FROM ANY PAYNODE PARTY IN SUCH RESPECT.

12.2 Content available through the Services includes information provided by Payors and other third parties (“Third Party Content”). The Services may link to other websites operated by, or content provided by, third parties. In addition, other websites may link to the Site or other Services. These other products, services, websites, and resources are referred to here as “Third Party Services”. Use of Third Party Services is subject to the license agreements, terms and conditions, privacy policies, and other policies and agreements applicable to those Third Party Services. PayNode has no control over any Third Party Content, any Third Party Services, or any content available on or through any Third Party Services, which are made available to Merchant or other Merchant Parties through the Site and other Services only as a convenience. THE PAYNODE PARTIES HAVE NO RESPONSIBILITY FOR, AND WILL HAVE NO LIABILITY ARISING OUT OF OR RELATED TO, ANY THIRD PARTY CONTENT, THE USE OR DOWNLOADING OF ANY THIRD PARTY CONTENT, THIRD PARTY SERVICES, OR THE CONTENTS OF ANY THIRD PARTY SERVICES. THE AVAILABILITY OF ANY THIRD PARTY CONTENT OR THIRD PARTY SERVICES ON THE SITE OR OTHER SERVICES IS NOT AN ENDORSEMENT OF SUCH THIRD PARTY CONTENT OR THIRD PARTY SERVICES, THE PROVIDERS OF SUCH THIRD PARTY CONTENT, OR THE OPERATORS OF THOSE THIRD PARTY SERVICES.

12.3 WITH RESPECT TO ANY ISSUES ARISING OUT OF OR RELATING TO ANY THIRD PARTY CONTENT, THIRD PARTY SERVICES, OR ANY AGREEMENTS WITH, SERVICES RENDERED BY, OR ACTS OR OMISSIONS OF ANY MERCHANT, ANY OTHER PAYNODE MERCHANT PARTY, OR ANY OTHER THIRD PARTY, MERCHANT HEREBY AGREES, ON ITS OWN BEHALF AND ON BEHALF OF THE OTHER MERCHANT PARTIES, TO ONLY SEEK LEGAL REDRESS FROM SUCH OTHER MERCHANT PARTY OR THIRD PARTY, AND NOT ANY PAYNODE PARTY.

13. Disclaimer of warranties

13.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SITE AND THE SERVICES IS AT THE MERCHANT PARTIES’ SOLE RISK. PAYNODE PROVIDES THE SITE, THE SERVICES, AND ALL OTHER MATERIALS PROVIDED BY ANY PAYNODE PARTY IN CONNECTION WITH THE MERCHANT PARTIES’ USE OF THE SERVICES “AS IS”, “WHERE IS”, AND “AS AVAILABLE”. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE PAYNODE PARTIES MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. THE PAYNODE PARTIES DISCLAIM ALL EQUITABLE INDEMNITIES.

13.2 EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE PAYNODE PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT: (A) THE SERVICES WILL MEET THE MERCHANT PARTIES' REQUIREMENTS, (B) THE INFORMATION, INCLUDING THIRD PARTY CONTENT, AVAILABLE THROUGH THE SERVICE WILL BE ACCURATE, TRUTHFUL, COMPLETE, LAWFUL, RELIABLE, OR OF ANY PARTICULAR QUALITY, (C) THE SERVICES WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY, OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, TIMELY, ACCURATE, SECURE, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (D) THAT ANY MESSAGES OR OTHER INFORMATION TRANSMITTED OR PURPORTED TO BE TRANSMITTED THROUGH THE SERVICES WILL BE TRANSMITTED TIMELY, ACCURATELY, OR AT ALL.

13.3 NO ADVICE OR INFORMATION OBTAINED BY ANY MERCHANT PARTY FROM ANY PAYNODE PARTY OR FROM ANY THIRD PARTY OR THROUGH THE SITE OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. Limitation of liability

14.1 IN NO EVENT SHALL ANY PAYNODE PARTY BE LIABLE TO ANY MERCHANT PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA OR OTHERWISE OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES OR THE USE THEREOF, OR ANY OTHER MATERIALS PROVIDED BY ANY PAYNODE PARTY IN CONNECTION WITH THE USE OF THE SERVICES USE THEREOF, WHETHER BASED IN CONTRACT, WARRANTY, TORT, OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PAYNODE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 The cumulative liability of the PayNode Parties to the Merchant Parties with respect to the Services shall in no event exceed an amount of \$1,000. The cap on liability set forth in the preceding sentence shall not apply to losses or damages caused by the willful misconduct by PayNode, its officers, employees, agents, or representatives.

14.3 Merchant acknowledges that it is agreeing to these Terms only with PayNode and that any entity affiliated with PayNode is operating on a stand-alone basis. Merchant further acknowledges and agrees that any claims against PayNode shall only be made against PayNode. PayNode expressly disclaims and renounces any form of cross guaranties or similar intra-group responsibility between any PayNode affiliated entities.

15. Exclusions and limitations

15.1 Some jurisdictions do not allow the limitation of certain warranties or the limitation or exclusion of liability for indirect, consequential, incidental, special, punitive, or exemplary damages. Accordingly, some or all of the above exclusions or limitations may not apply to the Merchant Parties. To the extent the PayNode Parties may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of liability of the PayNode Parties shall be the minimum permitted by applicable Law.

16. Indemnification

16.1 SUBJECT TO THE LIMITATIONS SET FORTH IN THESE GENERAL TERMS AND CONDITIONS, MERCHANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE PAYNODE PARTIES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, EXPENSES, AND DAMAGES, INCLUDING WITHOUT LIMITATION, FINANCIAL LOSS, LOSS OF BUSINESS, PROPERTY DAMAGE, EMOTIONAL DISTRESS, PERSONAL INJURY, OR DEATH, (INCLUDING ATTORNEY'S FEES) RESULTING FROM: (A) ANY AND ALL BREACHES OF ANY PROVISIONS OF THESE TERMS BY ANY MERCHANT PARTY, (B) ANY AND ALL USE OR MISUSE OF THE SERVICES BY ANY MERCHANT PARTY, AND (C) ANY AND ALL SERVICES RENDERED BY, OR ANY ACTS OR OMISSIONS OF, ANY MERCHANT PARTY (INCLUDING WITHOUT LIMITATION ANY AIR CHARTER SERVICES, OR ANY DELAY, ACCIDENT, OR COMPLICATIONS RELATED THERETO).

17. Ownership

17.1 Nothing in these Terms shall mean that any of PayNode's ownership, intellectual property rights, license rights, or the like, or part thereof, is assigned, sub-licensed or transferred to Merchant.

17.2 With respect to ownership of data and information on the Site and available through the Services, each Merchant only owns the information provided through its own Payment Requests, subject to the provisions of Section 4. As between Merchant and PayNode, all other data, source code, and any other code and information are owned by PayNode.

17.3 "PayNode," the PayNode logo, and other names, logos, and materials displayed on the Site constitute trademarks, trade names, service marks, and logos (each, a "Mark") of PayNode, or its affiliates, licensors, or other entities. Ownership of the Marks and the goodwill associated with the Marks remains with PayNode.

Merchant shall have no rights to use, copy, display, or otherwise utilize the PayNode Marks unless specifically allowed for in writing by PayNode. Merchant agrees not to remove any Marks or any other proprietary notices from any components of the Services.

18. Infringement claims

18.1 PayNode respects the intellectual property rights of others. Accordingly, PayNode has a policy of removing Third Party Content that violates copyright, trademark, or other intellectual property Laws, and in certain cases suspending access to all or any portion of the Services by a Merchant who uses the Services in violation of any such Law, and/or terminating in appropriate circumstances access to the Services and the user account of a Merchant who PayNode believes has used the Services in violation of any such Law. PayNode has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with Title 17 of the United States Code, Section 512. If Merchant or any other person believes its copyright, trademark, or other intellectual property right is being infringed by a Merchant or other user of any of the Services, it may provide written notice to the following agent for notice of claims of infringement:

Chief Financial Officer
PayNode
Odinsgatan 10 SE-411 03 Göteborg, Sweden
Attn: DMCA
Telephone: +46 31 360 66 50
Email: dmca@PayNode.com

The written notice must: (a) contain the physical or electronic signature of the claimant; (b) identify the copyrighted work, trademark, or other intellectual property alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow PayNode to locate that material; (d) contain adequate information by which PayNode can contact the claimant (including postal address, telephone number, and e-mail address); (e) contain a statement that the claimant has a good faith belief that use of the copyrighted material, trademark, or other intellectual property is not authorized by the owner, the owner's agent, or the Law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury (in the case of a claim of copyright infringement), that the claimant is authorized to act on behalf of the copyright, trademark, or other intellectual property right owner.

19. Export control and restricted countries

19.1 Merchant may not use, export, re-export, import, or transfer any Services except as permitted under all applicable Laws. In particular, but without limitation, no PayNode Service may be exported or re-exported and no PayNode Service may be utilized to submit a Payment Request for charter flights or other services to be rendered, in whole or in any part: (a) in or into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. Merchant represents and warrants that (i) no Merchant Party is resident or citizen of, and no Payment Request will be submitted for charter flights or other services in, a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) no Merchant Party is listed on any U.S. Government list of prohibited or restricted parties. No Merchant Party may use any Services for any purpose prohibited by U.S. Law or any other applicable Law.

20. Legal status

20.1 PayNode and Merchant are independent contractors. No agency, partnership, joint venture or any other relationship of such kind is intended or created by Merchant's agreement to these General Terms and Conditions, or Merchant's use of the Services.

21. Entirety of the agreement

21.1 Both parties confirm that these General Terms and Conditions and the Privacy Policy, represent the entire understanding and constitute the entire agreement between the parties in relation to its subject matter, and supersede all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee, or representative of either of the parties.

22. Electronic communications notice

22.1 When Merchant uses the Services or sends emails to PayNode, Merchant is communicating with PayNode electronically. Merchant consents to receiving communications from PayNode electronically (such as by email or by posting notices on the Site). Merchant agrees that all agreements, notices, disclosures, and other communications that PayNode provides to Merchant electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, Merchant must have a computer or mobile device. In order to

retain copies of any such communications, Merchant must have a printer or data storage device. If Merchant has a printer, it may print paper copies of any such communications for its own use. In addition, Merchant hereby consents to PayNode sending it email or other communications related to the Services from time to time. If Merchant wishes to withdraw its consent for PayNode to communicate with it electronically, it must terminate its use of the Services and all of its user accounts.

22.2 It is Merchant's responsibility to keep the primary email address up to date so that PayNode can communicate with Merchant electronically. Merchant understands and agrees that if PayNode sends an electronic communication but it is not received because the primary email address on file is incorrect, out of date, blocked by a service provider, or Merchant is otherwise unable to receive electronic communications, PayNode will be deemed to have provided the communication.

22.3 If the primary email address becomes invalid such that electronic communications sent to Merchant by PayNode are returned, PayNode may deem Merchant's PayNode account to be inactive, and Merchant will not be able to transact any activity using the Services until a valid, working, primary email address is received.

23. Interpretation

23.1 The headings of these General Terms and Conditions are for convenience only and shall not affect the interpretation of any provision hereof.

23.2 The provisions of these General Terms and Conditions shall be construed according to their fair meaning and neither for nor against the party which caused such provisions to be drafted.

23.3 In the event of conflict between the provisions of any Agreement with a PayNode payment processor and these General Terms and Conditions, the provisions of the Agreement shall prevail.

24. Partial invalidity and waiver

24.1 If any provision of these General Terms and Conditions, or the application of them, is declared or deemed void, invalid or unenforceable in whole or in part for any reason, the parties shall amend these General Terms and Conditions and/or such other component of the Terms, as shall be necessary to give effect to the spirit and purpose of these General Terms and Conditions and the other components of these Terms, as far as possible. If the parties fail to amend these General Terms and Conditions and/or such other component of these Terms, the provision which is void, invalid, or unenforceable shall be deleted and the remaining provisions of these General Terms and Conditions and the other components of these Terms shall continue in full force and effect.

24.2 Waiver by one party of strict performances of any provision of these General Terms and Conditions or any other component of the Terms will not be a waiver of or prejudice to such party's right to require strict performance of the same provision in the future or of any other provision.

25. Governing law and disputes

25.1 These Terms shall be interpreted and construed according to, and governed by, the substantive Laws of the state of Florida, excluding any such Laws that might direct the application of the Laws of another jurisdiction. Any controversy or claim arising out of or relating to these Terms, or the breach hereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one. The seat of arbitration shall be Miami, Florida, USA. The language to be used in the arbitral proceedings shall be English. The parties agree that no depositions may be taken in the arbitral proceedings and that the controversy or claim will be decided upon submission of documents without oral hearing.

25.2 If for any reason the provisions of Section 27.1 are unenforceable, then Merchant agrees that: These Terms shall be interpreted and construed according to, and governed by, the substantive Laws of Merchant's jurisdiction, excluding any such Laws that might direct the application of the Laws of another jurisdiction. Any controversy or claim arising out of or relating to these Terms, or the breach hereof, shall be settled by arbitration in accordance with the rules of an internationally-recognized arbitral body, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The seat of arbitration shall be Stockholm, Sweden or the country in which Merchant is located. The language to be used in the arbitral proceedings shall be English, except as prohibited by applicable Law.

25.3 Except as may be required by applicable Law, neither party nor their respective representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

25.4 PAYNODE AND MERCHANT EACH AGREE THAT EACH OF THEM, AND EACH OF THE PAYNODE PARTIES AND MERCHANT PARTIES, MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A CLASS USER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING.

25.5 The United Nations Convention on the International Sale of Goods will not apply to the interpretation or enforcement of these Terms.

25.6 Merchant acknowledges that a breach of any of the provisions of these General Terms and Conditions, or use of the Services other than as expressly authorized, is likely to cause PayNode immediate and irreparable harm, loss or damage, and Merchant therefore agrees that PayNode shall be entitled to seek injunctive relief against Merchant with respect to any such breach, without requirement to post bond.