

## The Vesta Console Terms of Use:

The following terms of use (Terms of Use) apply to users, viewers and all people who have access to The Vesta Console ("Console"). By using and viewing the Console, you agree to these Terms of Use, including any future revisions we may post here. Revisions are indicated by a change in the "Last Update" at the top, which will also describe any meaningful revisions. You also agree to our privacy policy. If you do not agree with these Terms of Use or our privacy policy, do not use the Console. All access to or use of the Console is undertaken at your own risk. However, if you have entered into any agreement with Vesta, the terms of that agreement will control in the event of any conflict between these Terms of Use and the agreement.

Access to certain features and functionality is limited based on your registration and application status. These Terms of Use do not allow you to receive and manage actual payment transactions using the Console services. Use of Console services for such purposes is governed by a separate services agreement between you and Vesta after you have successfully completed the application and underwriting process.

### Ownership of Console, Features and Contents

We and our licensors retain all intellectual property rights and title to the Console. This includes, but is not limited to: (a) the text, graphics, interfaces, photographs, images, trademarks, logos, artwork, designs, layout, structure, expression and arrangement of the content and (b) proprietary information, documentation, user guides, API, products and services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Console, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces (with all elements listed in elements (a) and (b) to be collectively referred to as the Vesta Intellectual Property).

### Limited License and Restrictions

We grant you a limited, non-exclusive, non-transferrable, revocable license to use Vesta Intellectual Property solely for your own internal business purposes in connection with the evaluation or authorized use of Console services and not for any other purpose. You must comply with all documentation and user guides in connection with your use of the Console, API and the sandbox. You will not receive an API response for real transactions until you have entered into a separate payment services agreement with Vesta.. You may not reverse engineer, decompile, modify in any manner, copy, or create derivative or competing works from the Console, documentation, the API or any other Vesta Intellectual Property. You may not sell, transfer, sublicense or assign your access or use or any other rights to the Vesta Intellectual Property to a third party.

### Linking

The Console may contain third party information and links to third party websites. The information and links are provided solely for your convenience. If you use third party links, you leave the Console. This means our Terms of Use and privacy policy no longer apply. We do not control - and we take no responsibility - for third party information and third party websites. We do not endorse, authorize or approve the third party websites or information. We do not represent or warrant that the information accessible on those websites is accurate, complete or current or that the use of that third party website is free of risk or other damage. We are not liable to you for any loss or damage arising from use of or reliance upon third party information and third party websites.

### Responsibility for Use of Services

You are liable for all use of services through your account, whether authorized by you or not, until you have notified us of unauthorized use and we have stopped access to your account. You are responsible for the security and proper use of any username and password used to access the Console.

We reserve the right, in our sole discretion and at any time, to refuse access to the Console, terminate your account with us, and remove or edit content, features or functionality. In addition, we reserve the right to immediately and without notice withdraw, bar or suspend the provision of part of or all services to you.

## Disclaimers

We provide the Console, and all content and functionality, on an "as is", "where is" basis with no warranties, representations, conditions or other terms whatsoever, express or implied. To the fullest extent permitted by law, Vesta Corporation and its directors, officers, employees and agents expressly disclaim all warranties, representations and conditions, express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We make no representations or warranties that the Console, or content or services provided, will be timely, uninterrupted, or error-free, or that the information contained or referenced is adequate, accurate, reliable or complete. We make no representations or warranties that viruses will not be transmitted or that no damage will occur to your IT systems. You understand and agree that you download or otherwise obtain content from the Console at your own discretion and risk and that you are solely responsible for protecting and any damage or loss to your data and/or equipment and for taking appropriate precautions to scan for computer viruses, worms, Trojan horses or other malicious code.

## Limitation and Disclaimer of Liability

IN NO EVENT WILL OUR LIABILITY ARISING OUT OF THESE TERMS OF USE EXCEED THE AMOUNT OF ANY FEES PAID TO US BY YOU DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IF YOU HAVE NOT PAID ANY FEES TO US DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES, THEN VESTA'S LIABILITY TO YOU SHALL BE LIMITED TO THE LESSER OF YOUR ACTUAL DAMAGES OR \$500 USD. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF DATA, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR EQUITY, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE CONSOLE AND ITS CONTENTS, OR ANY ACTION OR DECISION MADE BY YOU IN RELIANCE OF THE CONSOLE AND ITS CONTENTS OR ANY UNAUTHORIZED USE OR REPRODUCTION OF THE CONSOLE AND

ITS CONTENTS, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS SET FORTH ABOVE SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

#### Indemnity

You agree to indemnify and hold Vesta Corporation, its officers, directors, employees, agents, shareholders and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal costs), made against us by any third party due to or arising out of or in connection with your use of the Console or its contents.

There shall be no waiver of any terms and conditions unless such waiver is in writing and signed in advance by or on behalf of Vesta Corporation. If any of these terms and conditions are unlawful, unenforceable or void, such terms and conditions shall be deemed severable and will not affect the validity and enforceability of the remaining provisions of these Terms of Use.

We update the Console, its content, and the services available from time to time. We may vary any content or the technical specification of any service at any time without notice. We reserve the right to withdraw any service at any time or to suspend or restrict access to the whole or any part of services for repair, maintenance, updating or upgrading or for the introduction of new facilities or services at any time. We will use reasonable efforts to limit the frequency and duration of any such suspension or restriction.

#### Governing Law and Jurisdiction

These Terms of Use and your access to and use of the Console is exclusively subject to and governed by the laws of the State of Oregon, U.S.A. The federal and state courts located in Multnomah County, Oregon shall have exclusive jurisdiction over all claims or disputes arising or in relation to, out of or in connection with the Console.

## Feedback and Contact Us

We welcome your feedback. Please contact us [support@vesta.io](mailto:support@vesta.io) with your comments.