



MERCANS' TERMS OF SERVICE FOR HR BLIZZ ONLINE AND ONLINE HR AND PAYROLL SERVICES

This Agreement is a legal agreement between you (the "Client" or "you") and Mercans General Trading LLC and its affiliates (jointly as "Mercans" or "Mercans" or "us"). By clicking "I Agree," indicating acceptance electronically, or by, installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use HR Blizz an the Services.

Section A - GENERAL TERMS

1) AGREEMENT

- a) This Agreement describes the terms governing the Client's use of the Mercans online services provided to the Client on this Mercans web-site, including Content (defined below), updates and new releases (collectively, the "Services"). This Agreement includes by reference:
 - i) Mercans' Privacy Statement available on the Mercans' web-site for the Services or provided to you otherwise.
 - ii) Additional terms and conditions, which may include those from third parties.
 - iii) Any terms provided separately to the Client for the Services, including product or program terms, ordering, activation, payment terms, etc.

2) THE CLIENT'S RIGHTS TO USE THE SERVICES

- a) The Services are protected by copyright, trade secret, and other intellectual property laws. The Client are only granted the right to use the Services and only for the purposes described by Mercans. Mercans reserves all other rights in the Services. Until termination of this Agreement and as long as the Client meets any applicable payment obligations and comply with this Agreement, Mercans grants to the Client a personal, limited, nonexclusive, nontransferable right and license to use the Services.
- b) The Client agrees not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. The Client agree the Client will not:
 - i) Provide access to or give any part of the Services to any third party.
 - ii) Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
 - iii) Decompile, disassemble, or reverse engineer the Services.
 - iv) Make the Services available on any file-sharing or application hosting service.
- 3) **PAYMENT.** For Services offered on a payment or subscription basis, the following terms apply, unless Mercans or its third-party affiliate notifies the Client otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to the Client on the Mercans' web-site for the Services:
 - a) Payments will be billed to the Client in the United States dollars, and the Client's account will be debited when the Client subscribe and provide the Client's payment information, unless stated otherwise in the program ordering or payment terms on the Mercans' web-site for the Services.
 - b) The Client must pay with one of the following:
 - i) A valid credit card acceptable to Mercans;
 - ii) A valid debit card acceptable to Mercans;
 - iii) Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 - iv) By another payment option Mercans provides to the Client in writing.
 - c) If the Client's payment and registration information is not accurate, current, and complete and the Client do not notify us promptly when such information changes, Mercans may suspend or terminate the Client's account and refuse any use of the Services.
 - d) If the Client does not notify Mercans of updates to the Client's payment method (e.g., credit card expiration date), to avoid interruption of the Services, Mercans may participate in programs supported by the Client's card provider (e.g., updater services, recurring billing programs, etc.) to try to update the Client's payment information, and the Client authorize us to



continue billing the Client's account with the updated information that Mercans obtain.

- e) Mercans will automatically renew the Client's monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated under this Agreement.
- f) Additional cancellation or renewal terms may be provided to the Client on the Mercans' web-site for the Services.

4) USE WITH THE CLIENT'S MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. The Client agree that the Client are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of the Client's agreement with the Client's mobile device and telecommunications provider.

MERCANS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM THE CLIENT'S PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
 - b) ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
 - c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.
- 5) **THE CLIENT'S PERSONAL INFORMATION.** The Client can view Mercans' Privacy Statement provided with the Services and on the Mercans' web-site for the Services. The Client agree to the applicable Mercans Privacy Statement and any changes published by Mercans. The Client agree that Mercans may use and maintain the Client's personal information according to the Mercans Privacy Statement, as part of the Services. This means that Mercans may use the Client's personal information to improve the Services or to design promotions and to develop new products or services. Mercans is a multinational company and may access or store personal information in multiple countries, including countries outside of the Client's own country to the extent permitted by applicable law.

6) CONTENT AND USE OF THE SERVICES

a) Responsibility for Content and Use of the Services.

- i) Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including the Client) provide through the Client's use of the Services. By making the Client's Content available through the Client's use of the Services, the Client grant Mercans a worldwide, royalty-free, non-exclusive license to host and use the Client's Content. Archive the Client's Content frequently. The Client are responsible for any lost or unrecoverable Content. The Client must provide all required and appropriate warnings, information and disclosures. Mercans is not responsible for any of the Client's Content that the Client submit through the Services.
- ii) The Client agrees not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:
 - (1) Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation that which is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, provincial, federal or foreign law;
 - (2) Content that would impersonate someone else or falsely represent the Client's identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;
 - (3) Except as permitted by Mercans in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
 - (4) Virus, Trojan horse, worm or other disruptive or harmful software or data; and
 - (5) Any Content that the Client do not own or have the right to use without permission from the intellectual property rights owners thereof.



b) **Restricted Use of the Services.**

- i) The Client shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Mercans or could subject Mercans to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Mercans' opinion, is prohibited under this Agreement; (v) any other activity that places Mercans in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Mercans system or network or to breach Mercans' security or authentication measures, whether by passive or intrusive techniques. Mercans reserves the right to not authorize and may terminate the Client's use of the Services based on reasonable suspicion of the Client's activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.
- c) **Community forums.** The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. Mercans does not support and is not responsible for the Content in these community forums. Please use respect when the Client interact with other users. Do not reveal information that the Client do not want to make public. Users may post hypertext links to content of third parties for which Mercans is not responsible.
- d) **Mercans may freely use feedback the Client provide.** The Client agrees that Mercans may use the Client's feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. The Client grants Mercans a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback the Client provide to Mercans in any way.
- e) **Mercans may monitor Content.** Mercans may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. Mercans may disclose any information necessary to satisfy our legal obligations, protect Mercans or its customers, or operate the Services properly. Mercans, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that Mercans consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7) **ADDITIONAL TERMS**

- a) **Mercans does not give professional advice.** Unless specifically included with the Services, Mercans is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when the Client need this type of assistance.
- b) **Mercans may tell the Client about other Mercans' Services.** The Client may be offered other services, products, or promotions by Mercans ("Mercans Services"). Additional terms and conditions and fees may apply. With some Mercans Services the Client may upload or enter data from the Client's account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. The Client grant Mercans permission to use information about the Client's business and experience to help us to provide the Mercans Services (including other products and services the Client might be interested in), to develop new products and services, and to enhance the Services.
- c) **Communications.** Mercans may be required by law to send the Client communications about the Services or third party products. The Client agree that Mercans may send these communications to the Client via email or by posting them on Mercans' web-sites.
- d) **The Client will manage the Client's passwords and accept updates.** The Client are responsible for securely managing the Client's password(s) for the Services and to contact Mercans if the Client become aware of any unauthorized access to the Client's account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. The Client agree to receive these updates.



8) DISCLAIMER OF WARRANTIES

- a) THE CLIENT'S USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT THE CLIENT'S OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MERCANS, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY "SUPPLIERS") DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. MERCANS AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES OR CONDITIONS DO NOT APPLY TO THE CLIENT, ANY IMPLIED WARRANTIES OR CONDITIONS ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. SOME PROVINCES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE CLIENT. THIS WARRANTY GIVES THE CLIENT SPECIFIC LEGAL RIGHTS, AND THE CLIENT MAY HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE.
 - b) MERCANS, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT THE CLIENT'S USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.
- 9) **LIMITATION OF LIABILITY AND INDEMNITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF MERCANS, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT THE CLIENT PAID FOR THE SERVICES DURING THE TMERCANSLVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, MERCANS, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET MERCANS SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF MERCANS AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF MERCANS, ITS AFFILIATES AND THE CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.
- 10) The Client agrees to indemnify and hold Mercans and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable legal fees and disbursements on a full indemnity basis, arising out of the Client's use of the Services or breach of this Agreement, including third party claims (collectively referred to as "Claims"). Mercans reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. The Client agree to reasonably cooperate as requested by Mercans in the defense of any Claims.
- 11) **CHANGES.** Mercans reserves the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our Mercans' web-site for the Services or when Mercans notify the Client by other means. Mercans may also change or discontinue the Services, in whole or in part. It is important that the Client review this Agreement whenever Mercans modify it because the Client's continued use of the Services indicates the Client's agreement to the modifications.
- 12) **TERMINATION.** Mercans may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if Mercans determine that the Client's use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable Mercans policy, if the Client no longer agree to receive electronic communications, or if the Client's use of the Services conflicts with Mercans' interests or those of another user of the Services. Upon Mercans' notice that the Client's use of the Services has been terminated the Client must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Mercans' rights to any payments due to it. Mercans may terminate a free account at any time.
- 13) **GOVERNING LAW.** The United Arab Emirate's laws govern this Agreement without regard to its conflicts of laws provisions. The Client agree to the exclusive jurisdiction of the United Arab Emirates. Mercans does not represent that the Services are appropriate or available for use in all countries. The Client are accessing the Services on the Client's own initiative and the Client are responsible



for compliance with all applicable laws.

- 14) **LANGUAGE.** Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern.
- 15) **GENERAL.** This Agreement, including the Additional Terms below, is the entire agreement between the Client and Mercans regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Client may not assign or transfer this Agreement to anyone without written approval of Mercans. However, Mercans may assign or transfer this Agreement without the Client's consent to (a) an affiliate, (b) a company through a sale of assets by Mercans or (c) a successor by merger. Any assignment in violation of this Section shall be void. If the Client want to request a transfer of this Agreement, contact Mercans via an email to: transfer_license@Mercans.com.



ADDITIONAL TERMS AND CONDITIONS FOR ONLINE PAYROLL SERVICES

The Client's use of the following Services provided by Mercans are subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.

1) SERVICES.

- a) If this Agreement is being entered into by a company or other legal entity, you represent that you have the authority to enter this Agreement to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms "the Client" or "the Clients" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, nor use or access the Services as an authorized representative. Each of the following products and services are referred to in this Agreement as a "Service" and together as the "Services":
 - i) **HR Blizz ("HRB")** is an online solution for businesses to perform Human Resources and payroll tasks through an online account (each a "**HRB Account**"). Each HRB Account may only be used to support one business.
 - ii) **Services** refers to payroll outsourcing services provided by Mercans utilizing HRB.
 - iii) **Modification to Services.** Mercans has the right, in our sole discretion, to revise, update, or otherwise modify the Services or alter the Client's access to the Services; and for material changes, to the extent reasonably possible, Mercans will provide the Client with reasonable notice either posted on the Mercans' web-site hosting the Services or to the Administrator's (as defined below) email address. Note that Mercans may modify the amount of storage space the Client have through the Services and the number of times (and the maximum duration for which) the Client may access the Services in a given period of time. In the event Mercans need to maintain the security of the system or comply with any laws or regulations, Mercans reserve the right to modify the Services immediately, and to provide the Administrator with electronic or written notice within thirty (30) days after any material modifications. The Client may reject any changes to the Services by discontinuing use of the Services to which such changes relate. The Client's continued use of the Services will constitute the Client's acceptance of and agreement to such changes.

2) USERS.

- i) **Types of Users.** The Services allow the following types of access and user rights: When you initially register for and create an account for a Service, you are, or an individual that you authorize is, the administrator ("**Administrator**"). Administrators may authorize additional individuals to access the Services through the same account ("**Additional Users**"). The number of Additional Users may be limited based upon the subscription the Client purchase. Additional Users may include, for example, the Client's employees, accountant, contractors, agents, and clients. The Client may be referred to in this Agreement as "the Client", "the Client's", or "User", or the Client may be referred to specifically in the Client's applicable role as an Additional User or an Administrator. All Users will be required to accept this Agreement before accessing the Services. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services.
- ii) **For Administrators.** As an Administrator, the following applies to you: Only Administrators may designate another individual as a replacement Administrator. You agree that Additional Users are Mercans' customers, but that you are responsible for the Additional Users' access to the Services. Depending on the types of access rights you grant to Additional Users, Additional Users may be able to delete, copy, or view the Content and data accessible in the Client's account and add charges to the subscription. As Administrator, you are responsible for the access to the Services you grant to Additional Users. You choose to close or terminate the Client's access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. You agree to provide sufficient notice to Additional Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Additional User may result in the termination of an Administrator's or any Additional User's access to the Services.
- iii) **For Additional Users.** As an Additional User, the following applies to you: When you register to access an account for which you are not an Administrator, you understand that you are accessing the Service as an Additional User and you may



not have the same level of access or the same rights as an Administrator. Depending on the types of rights you are granted by the Administrator, you may be able to delete, copy, or view other User's Content and data. Please make sure that you have an agreement with the Administrator about your role and rights. If an Administrator chooses to close or terminate access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. As an Additional User, you understand that if you violate this Agreement, your access to our Services may be terminated, and Mercans retain the right to also terminate access for any other Users of the same account.

3) SUBSCRIPTION.

- a) **Payment for Services.** The Services are licensed on a monthly or yearly subscription basis to the User that pays for the Service. As the Administrator, you may choose whether you or another User pays for the license. Please review all of the details of the subscription that you purchase; some subscriptions provide access to one Service and others provide access to more than one Service.
- b) **Subscription Cancellation.** The Administrator may notify Mercans if he or she wants to cancel the subscription prior the beginning of the new subscription period. In the event that Mercans is unable to charge a User's chosen payment method in accordance with this Agreement, Mercans may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, Mercans has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. Mercans suggest you to retain your own copies of any data or Content that you may need as Mercans is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

4) ACCOUNT FEATURES.

- a) **Trial Version.** If the Client registered for a trial use of the Services, the Client will have access to the Services for the specified period of the trial ("**Trial Period**"). The Client must decide to purchase a license to the Services within the Trial Period in order to retain access to any Content provided or created during the Trial Period. If the Client does not purchase a license to the Services by the end of the Trial Period, the Client will not be able to access or retrieve any of the Content the Client added to or created with the Services during the trial.
- b) **Beta Features.** From time to time, Mercans may include new or updated beta features in the Services ("**Beta Features**"). Beta Features may have associated fees, which will be disclosed to the Client at the time the Client choose to use the Beta Features. Mercans understand that the Client's use of any Beta Feature is voluntary. The Client understands that once the Client use a Beta Feature, the Client may be unable to revert to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, the Client may not be able to return or restore data created within the Beta Feature back to the prior non-beta version.

5) DATA.

- a) **Personal Data.** If the Clients provides data to Mercans that is not the Client's personal information, the Client agree that they have either provided the owner of such personal information notice or received permission from the owner of such personal data, as required by applicable law, for Mercans to: (a) use or disclose the data in accordance with the Mercans Privacy Statement, (b) move the data outside of the country of residence of such owner of the personal data, if applicable, (c) provide the data to Third Party Products that the Client approve, and (d) otherwise use and disclose the data in accordance with this Agreement. The Client acknowledges and agrees that Mercans may provide data in the Client's account to any Additional Users to which that data is applicable or personal.
- b) **Public Content.** As a User you may have the opportunity to share the Client's data, Content, or ways in which the Client aggregates data ("**Account Content**") with other Users, other Mercans customers, and other third parties. When sharing any Account Content, the Client agrees not to share any confidential information. If the Client have the option of accessing another User's Account Content, the Client understand and agree that the Account Content is being provided by the User, and not Mercans, for information and guidance purposes only, and Mercans and such User are not responsible in any way for the Client's use of the Account Content.
- c) **Telephone numbers.** The Client may provide us with the Client's telephone number as part of the Client's customer record or registration. The Client agrees that Mercans may send automated text messages and auto-dialed messages to the telephone number the Client provide for certain limited purposes, including: verifying the Client's identity, providing the Client with important critical notices regarding the Client's use of the Services, or fulfilling a request made by the Client through the



Services.

6) OTHER PRODUCTS AND SERVICES.

- a) **Third Party Products.** By using these Services, the Client agrees that Mercans may market to the Client or offer the Client access to products or services from third parties (“**Third Party Products**”). If the Client decides to use or access any Third Party Products, the Client agrees that the Client are solely responsible for the Client’s relationship with the provider of the product. Mercans is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. The Client agree that the providers of the Third Party Products, and not Mercans, are solely responsible for their own actions or inactions, and Mercans is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. The Client agrees that the Client will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of Mercans or any other party or in furtherance of criminal, fraudulent or other unlawful activity.
- b) **Data Transfer Service.**
 - i) Mercans may provide the Client with the opportunity to transfer the Client’s data and Content from the Services to certain supported online Third Party Products or other online Mercans services (the “**Ancillary Services**”) that the Client sign up for or use in connection with the Services (the “**Data Transfer Service**”). The Client may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Transfer Service. In order to access a Third Party Product or an Ancillary Service on the Client’s behalf to provide the Data Transfer Service, the Client may need to provide us with the Client’s account number, password, security questions and answers, and any other necessary log in information from time to time (“**Login Details**”). Mercans will maintain the Client’s Login Details in encrypted form, and will only use them in connection with the Data Transfer Service or otherwise at the Client’s direction. The Client hereby represent that the Client has the authority to provide the Login Details to Mercans and the Client expressly appoint Mercans as the Client’s, or the third party who owns the Login Details’, agent with limited power of attorney to access any Third Party Products or Ancillary Services on the Client’s behalf. With respect to each Data Transfer Service, the Client grants Mercans the right to transfer data to the Third Party Product or Ancillary Service, and to reformat and manipulate the data as reasonably necessary for the data to function with such product or service. After the transfer occurs, the original data and Content will remain in the Services unless Mercans disclose to the Client otherwise.
 - ii) The Client agrees that the Client will (a) review and comply with all Third Party Product or Ancillary Service terms and conditions before the Client access the Data Transfer Service, and (b) not use the Data Transfer Service in any manner that would infringe or violate the rights of Mercans or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. Depending on the Third Party Product or Ancillary Service the Client choose, the Client further agree and acknowledge that the Client’s data, including the Client’s personal information, may be transferred through the Data Transfer Service to another country where security and privacy controls may not be adequate for data protection. Mercans does not guarantee that the Client will be able to use the Data Transfer Service with any specific products or services. The Client will only have access to the Data Transfer Services during the period for which the Client have paid for a subscription. Third Party Products may make changes to their Mercans’ web-sites, with or without notice to us, that may prevent or delay the overall performance of the Data Transfer Service.
- c) **Data Receipt Service.**
 - i) Mercans may provide the Client with the opportunity to transfer certain data from a Third Party Product or an Ancillary Service to these Services (the “**Data Receipt Service**”). The Client may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Receipt Service. In order to access a Third Party Product or an Ancillary Service on the Client’s behalf, the Client may need to provide us with the Client’s Login Details. Mercans will maintain the Client’s Login Details in encrypted form, and will only use them in connection with the Data Receipt Service or otherwise at the Client’s direction. The Client hereby represent that the Client have the authority to provide the Login Details to Mercans and the Client expressly appoint Mercans as the Client’s, or the third party who owns the Login Details’, agent with limited power of attorney to access any Third Party Products or Ancillary Services and retrieve data on the Client’s behalf. With respect to each Data Receipt Service, the Client grants Mercans the right to transfer data to the Services, and to reformat and manipulate the Client’s data as reasonably necessary for the data to function with the Services. After the transfer occurs, the Client’s original data and Content may not remain in the Third Party Product or the Ancillary Services; please review the terms of those products and services to confirm.
 - ii) The Client agrees that the Client will (i) review and comply with all Third Party Product and Ancillary Service terms and conditions before the Client access the Data Receipt Services, and (ii) not use the Data Receipt Services in any manner that would infringe or violate the rights of Mercans or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. In the event that any Third Party Product charges for access to data, the Client agrees that the Client is



responsible for any fees due and owing. The Client agree that the providers of the Third Party Products, and not Mercans, are solely responsible for their own actions or inactions. Mercans is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products.

iii) Mercans does not guarantee that the Client will be able to use the Data Receipt Service with any specific products or services. The Client will only have access to the Data Receipt Services during the period for which the Client have paid for a subscription. Third Party Products may make changes to their web-sites, with or without notice to us, that may prevent or delay aggregation of data or the overall performance of the Data Receipt Service. The Client's most recent data from a Third Party Product or Ancillary Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of this Agreement, including our Privacy Policy.

d) **Service Providers.** Mercans may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a "Service Provider"). In order for our Service Providers to be able to provide the Client with certain aspects of the Services, Mercans may share a limited amount of the Client's data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of the Client's information for purposes unrelated to the Services.

7) **NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR.** NEITHER MERCANS NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. MERCANS IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR.

8) **ONLINE NOTIFICATION AND DISCLAIMER**

a) Mercans will provide the Client with account-related notifications due to inaction on the Client's account, confirmation of information and reminders to categorize the Client's transactions. These notifications will be sent to the email address the Client have provided as the Client's primary email address when the Client register for the Services. Anyone with access to the Client's email will be able to view the content of these notifications.

a) The Client understands and agrees that any notifications provided to the Client through the Services may be delayed or prevented by a variety of factors. Mercans does its best to provide notifications in a timely manner with accurate information. However, Mercans neither guarantee the delivery nor the accuracy of the content of any notification. The Client also agree that Mercans shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of a notification; or for any actions taken or not taken by the Client in reliance on a notification.

9) **COMMUNICATION SERVICES.**

Mercans may provide the Client with the opportunity to communicate with other Users within the Services, or with other third parties through the Services ("**Communication Services**"). The Client may choose whether or not the Client would like to use the Communication Services. The Client agree that the Client have received permission to communicate with any third parties who are not Users through the Communication Services, and that such third parties have agreed to Mercans' use and disclosure of data available in the Communication Services in accordance with this Agreement. Users who the Client communicates with may have access in the future to the data provided through the Communication Services, and the Client may not have the ability to restrict that access. Mercans' systems may extract certain data (e.g., numbers, names, or attachments) from the Communication Services and provide it to the Client in other parts of the Services.

a) Users.

i) User. These terms apply to all users, including Additional Client Users as described below.

(a) The Client represents that the Clients has obtained appropriate consent from all employees to provide Mercans with their personal information for the purposes of Mercans providing the Services.

ii) Additional Client User. The Client may use the Services for the Client's own business or for the benefit of the Client's clients as Additional Users (each an "**Additional Client User**"). If the Client is using the Services as the agent of the Client's Additional Client Users, the Client warrant that the Client has obtained all necessary and proper rights, consents and authorizations from the Client's client to:

(a) act as its agent in authorizing and using the Services on the Client's client behalf, and accept all liability arising from using the Services as the Client's client agent;

(b) allow Mercans to provide the Services and to issue Payments and to take such other action as may be necessary from time to time in connection with the Services; and



- (c) if needed at any time, debit funds from the Client’s employee’s bank account related to direct deposits through the Services. In such circumstances, the Client may be required to provide Mercans: (a) the Client’s employee’s written authorization and signature on a form provided by Mercans, with any other information requested on the form; and (b) the Client’s representation that the Client have verified the Client’s employee’s identity in connection with the debit.

b) General Terms.

i) Subscription, Restrictions, and Responsibility for Payment.

- (a) The Client must purchase a separate Service subscription for the Client’s own business and each Additional Client User the Client support. Please review all of the details of the Service subscription that the Client purchase; each subscription type is distinct and will provide access to different features.
- (b) When the Client enroll in a Service subscription and pay the applicable fees, Mercans grants the Client a limited non-exclusive license to use the Service subscription. The Client’s use of the Services: (a) is governed by the latest version of the terms and conditions for the Services, and (b) constitutes the Client’s acceptance of those terms and conditions. The Client acknowledge and agree that Mercans cannot represent the Client in tax matters or, except as authorized by Section 10.3, file and pay taxes on the Client’s behalf.
- (c) The Client are responsible for payment of all fees and amounts: due for each Service subscription, or payable to any 3rd party on the Client’s behalf as agreed by a Service subscription, including those arising from or related to Additional Client Users subscriptions. The Client may have the option of causing an Additional Client User to be liable for any fees and amounts payable, if the Client: give the Additional Client User access to the Payroll Service, and require the Additional Client User to sign into the Payroll Service subscription, create a username and password, and agree to this Agreement. Mercans will have no responsibility for requesting that any Additional Client User sign into the Service or agree to this Agreement. The Client acknowledge and agree that if an Additional Client User does not accept this Agreement or if Mercans is not able to collect amounts from an Additional Client User for any reason, the Client, as the service provider, are responsible for paying Mercans all amounts owed by the Additional Client User. Mercans reserve all rights, including termination of this Agreement for the Client or any/all Additional Client Users, discontinuation of the Services, in whole or in part in our sole discretion, and avail ourselves of any other available remedy. This Section will, to the extent applicable, survive the termination of this Agreement.

ii) Authorization and Agreement for Direct Payments (PADs).

- (a) Bank Verification. Prior to processing any Payroll Service Payment, Mercans may verify The Client’s Account information. The verification process may include sending the Client texts, voice calls, or automated/pre-recorded voice calls. If the Client provided the Client’s mobile phone number to us, the Client agree Mercans may send such communications to that number. The Client agrees that as part of the verification process Mercans may: (i) verify The Client’s Account information by debiting between USD 0.01 and USD 1.00 from The Client’s Account, then crediting the same amount back to The Client’s Account, and requesting the Client to verify the amount debited and credited, and/or (ii) verify The Client’s Account using the Client’s login credentials to the Client’s financial institution and Mercans may also ask the Client questions pertaining to the Client’s bank balance and/ or recent credit/ debit transactions. The Client agree to input the Client’s login credentials through an online portal provided by Mercans as part of this verification process. Failure to successfully verify the micro debits and/or credits and/or log in to the Client’s bank or financial institution within the time specified by Mercans will result in the inability to process Payroll Service Payments. Mercans will only use this verification process to screen for fraud and will not otherwise debit The Client’s Account, except for the Client’s use of Payroll Services. The Client hereby grant Mercans a limited power of attorney to initiate the actions in this Section as part of the bank verification process.
- (b) The Client authorizes Mercans to: (a) initiate transactions with The Client’s Account to collect Payroll Service Payments and/or pay any fees related to the Services, (b) reinstate, or initiate a new Debit to the Client’s bank account if any Debit is returned for insufficient funds or uncollected funds, (c) credit The Client’s Account when necessary, at our sole discretion, for any refund or credit amount due to the Client, and/or (d) to send Payroll Service Payments, electronically or by any other commercially accepted method, to the appropriate financial institution(s) or taxing authority. If Mercans tells the Client that an account number or other information concerning the Client’s Payroll Service Payments has changed, the Client must use this corrected information in the future to initiate Payroll Service Payments.
- (c) Mercans may: (a) establish security limits on Payroll Service Payments, such as a maximum number or dollar amount, (b) change security limits from time to time without disclosing such changes, and (c) refuse to process



the Client's Payroll Service Payments if Mercans reasonably believe The Client's Account balance is insufficient to cover the amounts due or for any other reason Mercans deem reasonable.

- (d) This PAD authorization will remain in full force and effect until Mercans receive the Client's written notification of termination in such time and manner as to afford Mercans and the depository financial institution that holds The Client's Account a reasonable opportunity to act on the Client's termination notice.
- (e) If any amount payable by the Client is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by the Client and/or the Client's financial institution, Mercans may: (a) reverse any corresponding credit issued to Mercans, the Client, the Client's employees or any other party without liability to the Client or any other party, (b) reverse Direct Deposits, (c) refuse to perform further Payroll Services, (d) apply any money currently held by Mercans to any amount owed to Mercans by the Client, (e) charge the Client a one-time insufficient funds fee for each occurrence, (f) report this information to any and all credit agencies and/or financial institutions, and/or (g) immediately terminate this Agreement. Mercans may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on any amounts owing and unpaid ten (10) days after demand. If further collection attempts are required, all collections costs will be charged to the Client, including but not limited to any costs associated with termination of this Agreement, and legal fees and disbursements on a solicitor and own client basis, where permitted by law.
- iii) **Electronic Signatures.** As part of the Services, Mercans may require the Client to provide the Client's electronic signature to certain forms or documents required by Mercans or government authorities. Required forms vary depending on the Client's subscription, business, and/or location. The Client's signature on these forms is required to use the Services. By using the Services, the Client acknowledge that the Client have read the content of the forms, and hereby authorize us to apply the Client's electronic signature or a rendition of the Client's signature to all required forms. Copies of signed forms will be provided to the Client. The Client's signature will be effective as of the date of the Client's acceptance of these terms authorizing application of the Client's signature to all specified form(s). If the Client revoke the Client's permission for us to use the Client's electronic signature, the Service will terminate.
- iv) **Credit Review.** Periodically Mercans may review the Client's use of the Services, the Client's credit status, credit or similar reports on the Client's business and its principals, or other factors, including submitting the Client's information to third parties such as the Client's financial institution, credit reporting agencies and/or other agencies to validate the Client's identity and/or credit history. Mercans may terminate the Client's use of the Services after such a review.
- v) **Default.** If the Client: (i) default in the payment of any sum of money hereunder, (ii) default in the performance of any other obligations under this Agreement, or (iii) commit an act of bankruptcy or become insolvent, or if any substantial portion of the Client's property becomes subject to levy, seizure, assignment, application for sale for or by any creditor or governmental agency, then, in any such event, Mercans, at its option, may, upon written notice thereof, (a) terminate the Agreement, (b) declare all amounts due as immediately due and payable, and/or (c) require the Client to deposit with Mercans an amount equal to the 12 month average monthly or annual processing charges to prepay for any future processing.

10) No Liability.

Mercans will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information the Client supply. In the event that Mercans becomes aware of any tax agency information that is inaccurate, Mercans reserves the right to input the correct information. Mercans will not be liable in any way if the Services cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information the Client provide to us. If any Mercans error occurs in performing the Services, our only responsibility will be to make the correct payment or file the correct report and pay any resulting tax interest or penalty. In no event will Mercans be liable for any indirect, special or consequential damages. If these remedies fail of their essential purpose, Mercans' maximum liability will equal the fees the Client have paid to Mercans for the applicable Service subscription.