

# ParlevelKOIN.com End User Terms and Conditions of Use

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF SERVICES (“SERVICES”). BY USING THE SERVICES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

## 0. DEFINITIONS

-Parlevel Systems Inc. (“Parlevel”) is a technology solutions provider facilitating its customers, with tools to run their vending operations, including micro markets.

-The Parlevel Customer (“Vending Operator”) is a company running a vending and/or micro market operation, which has hired Parlevel for its Software and Products.

-You (“You” or “End User”) are the end user of the Vending Operator’s solutions and/or buyer of the Vending Operator goods.

-Services are those provided by Parlevel to You in order for You to have an Account with a Vending Operator, to make prepayments towards Account Balance (“Balance”), to get receipts for purchases from Vending Operators, and to view other details related to your Account usage.

## 1. ACCOUNT

As part of the Parlevel Micro Market solution, Parlevel makes available a functionality whereas you may create an Account for easy access to a

Vending Operator's micro market kiosk, to get email receipts upon a purchase, and to be able to prepay for goods.

You acknowledge that this said prepayment is not stored value, not a cash equivalent, and not refundable. It is a prepayment for goods to be purchased from the Vending Operator at a later time and a method of great convenience to make purchases fast and easy.

Such prepayment is done with cash or credit/debit card using a corresponding Parlevel micromarket kiosk, or by using the ParlevelKOIN.com website or mobile apps (solution in question in these Terms and Conditions) to add funds with credit/debit card.

An Account may be made through such means as (i) you create an account at a Vending Operator's Micro Market kiosk, which at a minimum you will be required to have a valid email address and establish a user number and PIN, (ii) generated by the Vending Operator for you as a means to ease the setup process, or (iv) any other way.

You may only maintain one account for every Parlevel Vending Operator. Such maintenance requires, and you agree to, provide up to date complete and accurate information, maintain and promptly update your account information, and maintain your log in information and password. You agree that such log in information is confidential, that you will keep it secure, and that you accept all risk associated with it, including unauthorized access to your account. Should your information become compromised suspect any security breaches related to the Services, you agree to immediately notify Parlevel at [support@parlevelsystems.com](mailto:support@parlevelsystems.com) or the Vending Operator.

You agree you shall not, (and shall not authorize) any act or omission that would sublicense, loan, sell, assign, lease, rent, transfer, act as a service

bureau, distribute or grant the same or similar rights in the Account provided by Parlevel under this Agreement to any other person or entity without the prior written consent of Parlevel. Parlevel may assign these Terms of Use, in whole or in part, at any time with or without notice to you.

The Services are not directed to children under 13. By using the Services, you represent and warrant that (1) you are 13 years of age or older, or (2) that you are using the services with the permission and under supervision a parent or legal guardian who agrees to be bound by these Terms. Our primary means of making a prepayment using this website or app is a credit card, which are not available to children under the age of 18, and generally may not be used by children without a parent or legal guardian who has given the child consent.

We will not knowingly collect, maintain, or disclose any personally identifiable information from a child under 13, unless that Account was opened and registered by the respective child's parent or guardian and has verified consent for the account. Please see our privacy policy for details.

## 2. ACCOUNT PREPAYMENT BALANCES.

You do not need to maintain a Prepayment Balance in your Account. If you do hold a Balance, this prepayment is in the hands of the Vending Operator and represents an unsecured claim against such Vending Operator. Parlevel has not received those funds, does not hold them, and is not liable for them. You acknowledge that Parlevel merely facilitates the prepayment of goods by You to the Vending Operator.

## 3. CLOSING YOUR ACCOUNT

You may deactivate your Account at any time by contacting the Vending Operator or contacting Parlevel at [support@parlevelsystems.com](mailto:support@parlevelsystems.com)

#### Account Charges and Fees.

Neither Parlevel nor the Vending Operator charge you any fees for opening a Parlevel account or for the use of the Parlevel micro market kiosks. Parlevel accounts do not have expiration dates.

Escheatment of Dormant Accounts. If you do not log in to your Account for one or more years, the Vending Operator may choose to close your Account and is not liable to you with regards to your outstanding Balance

#### 4. PAYMENTS, TAXES, AND REFUND POLICY

In the ParlevelKOIN.com website, Parlevel uses one or more merchant acquirers (also called card processors) in order to facilitate your prepayment towards goods from the Vending Operator and add such Balance to your account. You agree that you will pay for or fund all of the prepayment value that you are through this means adding to such Account and you agree to pay for products and services you purchase from the Vending Operator at its micro market kiosks.

All sales of products are final. Please contact the Vending Operator directly using the kiosk's feedback feature if you need assistance or want to voice a concern.

#### 5. BILLING PROCESS

When you use ParlevelKOIN.com to make a prepayment and add value to your account, your funding instrument will be billed at the time of or shortly after your transaction. If you use a credit card or debit card account for a transaction, we may obtain preapproval for an amount up to the amount of the funding request or other purchase. All fees will be billed to the Funding Instrument you designate during the prepayment process in the ParlevelKOIN.com website or apps.

## 6. MERCHANT OF RECORD

In using ParlevelKOIN.com to make a prepayment to the Vending Operator, Parlevel is the Merchant of Record for that online card transaction.

## 7. ACCOUNT BALANCE, ALLOWANCES, PROMOTIONAL VALUE, GIFTS, GIFT CERTIFICATES, PARLEVEL AS FACILITATOR

Parlevel shall be the facilitator of the solution where your prepayment will appear as balance in your account. Balances, Allowances, Promotional Value, Gifts and Gift Certificates are issued by the Vending Operator and managed by Parlevel. When your Account is used for a transaction at a Micro Market kiosk, the amount of that transaction is deducted from your account at the time of your transaction.

Parlevel is not responsible for lost or stolen Balances, Allowances, Promotional Value, Gifts and Gift Certificates or lost or stolen username / password. Risk of loss and title for Balances, Allowances, Promotional Value, Gifts and Gift Certificates transmitted electronically pass to the purchaser upon electronic transmission to the recipient.

Parlevel, AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO BALANCES, ALLOWANCES, PROMOTIONAL VALUE, GIFTS AND GIFT CERTIFICATES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT BALANCES, ALLOWANCES, PROMOTIONAL VALUE, GIFTS AND GIFT CERTIFICATES ARE NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH BALANCES, ALLOWANCES, PROMOTIONAL VALUE, GIFTS AND GIFT CERTIFICATES. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

#### 8. PROMOTIONAL VALUE

Vending Operator may decide to offer promotions where prepayments are rewarded with an extra value.

#### 9. GIFTS

“Gift” is a generic term for products purchased from the micro market kiosk or Balances funded into an account by someone other than end user.

#### 10. RESTRICTED ACTIVITIES.

In connection with your use of our website or apps, the ParlevelKOIN.com website, Parlevel KOIN mobile apps, your Account, the Parlevel Services, or in the course of your interactions with Parlevel, other Users, or third parties, you will not:

- Breach this Agreement, or any other agreement or policy that you have agreed to with Parlevel;
- Violate any law, statute, ordinance, or regulation or engage in harassment of other Users, employees or agents;
- Infringe Parlevel's or any third party's intellectual or proprietary property rights (such as copyright, patent, trademark, trade secret or other, or rights of publicity or privacy);
- Provide Misleading, inaccurate or false information;
- Fund your account with fraudulent funds, or receive fraudulent funds;
- Failure to cooperate in an investigation or failure to provide information needed for compliance with legal obligations or this Agreement;
- receive or attempt to receive funds from both Parlevel and, bank or credit card issuer for the same transaction, in the event of a dispute;
- Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- Use your Account or the Parlevel Services in a manner that Parlevel or credit card issuers (Visa, MasterCard, American Express, Discover) or any other electronic funds transfer network reasonably believes to be a violation of the card system or card association or network rules;

- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any attack on the system including programming routines that may damage any system, data or Information (viruses, Trojans, worms or other computer programs or subroutines that , detrimentally interfere with, surreptitiously intercept or expropriate information; or use any device, software or routine to affect or attempt to interfere with our website or mobile apps or the Parlevel Services; use an anonymizing proxy; any automatic or manual process to monitor or copy our website or mobile apps without our prior written permission;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

If Parlevel in our sole discretion, believe you have engaged in any Restricted Activities, to protect ourselves or any third party, from any liability (fines, claims, fees) we may without limitation: suspend, or limit your access to your Account or the Parlevel Services, or even close it. Parlevel, in its sole discretion, reserves the right to terminate this Agreement, access to its website, mobile apps, or access to the Parlevel Services for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in your Balance. If we find you have violated any part of the Restrictive Policy We reserve the right to refuse to provide the Parlevel Services to you in the future or take legal action against you or both.

In the event Parlevel receives notice of a court order or other legal process that affects your account, Parlevel will give notice of a such limitation it shall make to comply with a court order or other legal process, unless the court order or other process directs that Parlevel not provide you notice, in which



case it won't (due to the court superseding any notice obligation Parlevel has undertaken or agreed to under the terms of this Agreement). Parlevel has no duty or obligation to contest or appeal from any such order or process.

## 12. UNAUTHORIZED ACTIVITY AND ERRORS

You should immediately notify Parlevel if you believe there has been unauthorized activity or any error on your account, if your password has been lost or stolen or if your mobile device has been lost or stolen.

For Errors or Unauthorized Transactions Write to Parlevel, Attn: Parlevel Support, by email at [support@Parlevelsystems.com](mailto:support@Parlevelsystems.com) or telephone Parlevel Customer Service at (210) 200-8873. If you notify us, please provide us with all of the following information: Your name and email address registered to your Account, A description of any suspected or and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; The dollar amount of any suspected Error or Unauthorized Transaction. After you notify us of any suspected Error or Unauthorized Transaction, or we otherwise learn of one, we will conduct an investigation to determine whether there has been an Error or Unauthorized Transaction that is eligible for refund. We will complete our investigation within 14 Days of the date we received your notification of the suspected Error or Unauthorized Transaction. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 30 Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction). If we decide that we

need more time to complete our investigation, we may authorize you to create a separate account for use while the investigation is under way. We will inform you of our decision within 3 Business Days after completing our investigation. Results. If we determine that there was an error, we will promptly credit the full amount of the error into your Account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts. If we decide that there was not an error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation

Parlevel Processing Errors. We will rectify any processing error that we discover. If the error results in funding less than the correct amount into your account, Parlevel will credit your Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, Parlevel will debit the extra funds from your Account.

Error In Funding. You may have credit card chargeback rights. Chargebacks may be filed up to 120 Days after the payment, depending on your issue. You may pursue a Dispute/Claim with Parlevel, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with Parlevel, and you also file a Chargeback with your credit card company, Parlevel will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights. You understand that in order to claim an Item Not Received, you will take a photo of the undeliverable Item in the machine in order to process the claim. You also agree that if you have received a refund that you are not able to then file a chargeback.

### 13. DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, SAFETY, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. (I) Parlevel; (II) THE PROCESSORS, SUPPLIERS OR LICENSORS OF Parlevel; OR (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE (COLLECTIVELY, THE "DISCLAIMING ENTITIES" AND INDIVIDUALLY A "DISCLAIMING ENTITY") DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES AND THE CONTENT CONTAINED THEREIN, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ANY DISCLAIMING ENTITY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE. THE DISCLAIMING ENTITIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE ACCURATE OR MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY THE DISCLAIMING ENTITIES OR OUR AUTHORIZED REPRESENTATIVE WILL CREATE A

WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

#### 14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL THE DISCLAIMING ENTITIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITH NO LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE SERVICES AND THE CONTENT THEREIN, INCLUDING BUT NOT LIMITED TO, ANY BALANCES, PROMOTION OR PROMOTIONAL VALUE, RELATED PRODUCTS AND SERVICES (INCLUDING, BUT NOT LIMITED TO, THE REDEEMABILITY OF CARDS CODES OR PROMOTIONS), THIRD-PARTY SERVICES AND/OR THIRD-PARTY MATERIALS, OR USER GENERATED CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF THE DISCLAIMING ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE DISCLAIMING ENTITIES' TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES

EXCEED ANY FEES PAID FOR THE SERVICES (AS OPPOSED TO ANY OTHER FEES/COSTS INCLUDING, WITHOUT LIMITATION, THE COST OF ANY CARD CODE OR PROMOTIONAL VALUE OR THE COST OF ANY PRODUCTS OR SERVICES PURCHASED WITH A CARD CODE OR PROMOTIONAL VALUE).

#### 15. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Parlevel, its customers (Vending Operators), independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the ParlevelKOIN.com website; (b) any Content or Ideas you provide; (c) your violation of these terms and conditions; (d) your violation of any rights of another; or (e) your conduct in connection with the ParlevelKOIN.com website. Parlevel shall be allowed to control the defense in the case of any legal action.

#### 16. DISPUTES WITH Parlevel.

You and Parlevel agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the provisions set forth in this Section with Parlevel. Please read this Section carefully. It affects your rights and will impact how claims you and we have against each other are resolved.

Please, Contact Parlevel First. If a dispute arises between you and Parlevel or the Vending Operator. Our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a

neutral and cost effective means of resolving the dispute quickly. Disputes between you and Parlevel regarding the Parlevel Services may be reported to Parlevel Customer Service [support@parlevelsystems.com](mailto:support@parlevelsystems.com) at any time, or by calling (210) 200-8873 from 9am to 5pm, US Central Time

**Applicable Law.** You agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Parlevel, except as otherwise stated in this Agreement.

**Release of Parlevel.** If you have a dispute with one or more End Users, or a Vending Operator with whom we cannot assist, you release Parlevel (our Affiliates, and our and their respective officers, directors, agents, joint ventures, employees and suppliers) from any and all Claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections, whether statutory or otherwise that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. The failure of Parlevel to exercise in any respect any right or remedy provided for herein shall not be deemed a continuing waiver or a waiver, partial or complete, of any future breach or any other right or remedy hereunder.

**State Agencies.** In addition to reporting complaints against Parlevel to us described above, if you are a California resident, you may be able to report complaints to the California Department of Financial Institutions at its toll-free

telephone number, 1-800-622-0620, by e-mail at [consumer.complaint@dfi.ca.gov](mailto:consumer.complaint@dfi.ca.gov), or by mail at Department of Financial Institutions, Consumer Services, 1810 13th Street, Sacramento, CA 95811. Florida residents may be able to contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762. If you are a California resident, you have a right to receive information and notices by email. To make such a request, you may do so by email or you may send a letter to us at the following address: Parlevel Systems Inc., 112 E. Pecan St. 11th Floor San Antonio TX 78205

**Class Action Waiver.** YOU AND Parlevel AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration you and Parlevel each waive any right to a jury trial. You and Parlevel also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights

**Agreement to Arbitrate.** You and Parlevel each agree that any and all disputes or claims that have arisen or may arise between you and Parlevel shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate. UNLESS BOTH YOU AND Parlevel AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED,

REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER Parlevel USERS.

Arbitration Procedure. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). A form for initiating arbitration proceedings is available on the AAA's website at [www.adr.org](http://www.adr.org).

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Texas, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Parlevel users, but is bound by rulings in prior arbitrations involving the same Parlevel user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will take place in San Antonio, Texas.

Severability. With the exception of the provisions in the Class Action Waiver subsection of this section, if a court decides that any part of this Disputes section is invalid or unenforceable, the other parts of this section shall still apply. If a court decides that any of the provisions in the Class Action Waiver



is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the User Agreement, including all other provisions of this Section (Disputes with Parlevel), will continue to apply. Opt-Out Procedure. You can choose to reject this Agreement to Arbitrate (“opt out”) by mailing us a written opt-out notice (“Opt-Out Notice”). For new Parlevel users, the Opt-Out Notice must be postmarked no later than 30 Days after the date you accept this Agreement for the first time. You must mail the Opt-Out Notice to Parlevel Systems, Inc., Attn: COO, 112 E. Pecan St. 11th Floor, San Antonio TX 78205

The Opt-Out Notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, phone number, and the email address(es) used to log in to the Parlevel account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement, including all other provisions of this Section (Disputes with Parlevel), will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us. If you agree to opt out of arbitration, you agree to settle all legal issues in the state and federal courts located in Bexar County, Texas.

#### 17. Electronic Delivery of Communications.

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “Communications”) that we provide in connection with your Parlevel account (“Account”) and your use of our services. You agree that Parlevel may rely on your information as complete and accurate.

Withdrawing Consent. You may withdraw your consent to receive Communications electronically by writing to us at Parlevel Systems Inc., 112 E. Pecan St. 11th Floor, San Antonio TX 78205, or, electronically, contacting us by email at [support@Parlevelsystems.com](mailto:support@Parlevelsystems.com)

#### Who To Talk To About Your Privacy Questions

If you have any questions comments or concerns regarding this privacy policy, please contact us at [support@Parlevelsystems.com](mailto:support@Parlevelsystems.com) or writing to us at Parlevel Systems Inc. 112 E. Pecan St. 11th Floor, San Antonio TX 78205

#### 18. TERM

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use the Service or until terminated by you or Parlevel.

#### 19. FORCE MAJEURE

No party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations under Section 10, including without limitation for Reversals, Chargebacks, Claims, fines, fees, refunds or unfulfilled products and services.