

## **RELYING PARTY AGREEMENT**

### **BUYERTRUST 30 DAY PURCHASE PROTECTION**

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE RELYING ON OR USING eVOUCH BUYERTRUST PURCHASE PROTECTION.**

**IMPORTANT— DO NOT RELY ON OR USE BUYERTRUST 30 DAY PURCHASE PROTECTION, PRIOR TO READING AND ACCEPTING THIS RELYING PARTY AGREEMENT (“AGREEMENT”). BY CHECKING THE “I ACCEPT” YOU ACKNOWLEDGE THAT 1) YOU HAVE READ THIS AGREEMENT, 2) YOU UNDERSTAND IT, 3) YOU AGREE TO THE TERMS HEREIN. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT RELY ON OR USE EVOUCH BUYERTRUST.**

#### **1. Definitions and Interpretations.**

- 1.1. **eVOUCH:** eVOUCH Inc. (“eVouch”) who is the issuer of the BuyerTrust merchant validation services covered by this limited guarantee.
- 1.2. **Relying Party:** A party using the eVouch BuyerTrust 30 Day Purchase Protection to conduct an online transaction using a credit card with an authorized BuyerTrust Merchant to purchase an item. (“Merchant”).
- 1.3. **Product:** Shall mean a new, unopened item or merchandise purchased using BuyerTrust 30 Day Purchase Protection (“Product”). A Product shall NOT include any used, reconditioned, factory reconditioned, returned or refurbished item or merchandise.
- 1.4. **Limited Guarantee:** eVouch guarantees that if a Merchant does not perform in accordance with its terms of sale, you will receive the Product, having a value of up to \$25,000 that you ordered from a Merchant.

#### **2. Agreement**

- 2.1. The terms and conditions set forth herein (the “Agreement”) constitute a final binding agreement between you (the “Relying Party”) and eVOUCH with respect to any services related to the BuyerTrust 30 Day Purchase Protection use or acceptance. Your use of any of these services constitutes your unmodified acceptance of this Agreement. BuyerTrust 30 Day Purchase Protection program provides protection of up to \$25,000 against certain losses associated with the failure of a merchant to perform in accordance with its terms of sale. You are enrolled in the BuyerTrust 30 Day Purchase Protection program at no charge via eVouch BuyerTrust Widget in accordance with the eligibility requirements herein.

The BuyerTrust 30 Day Purchase Protection is not an insurance policy, a solution for buyer's remorse, or a substitute for buyer diligence (i.e. pre-purchase research and inspection). You must perform appropriate research and exercise proper care and judgment in evaluating any online purchases. The maximum reimbursement amount per purchase is up to \$25,000.

- 2.2. In consideration for use of the BuyerTrust Purchase Protection service you agree as follows:

Problems Covered: BuyerTrust Purchase Protection helps you if you do not receive a Product that you ordered from a Merchant.

- 2.3. Eligibility requirements: To be eligible for BuyerTrust Purchase Protection you must meet all of the following requirements ("Eligible Buyer"):
- (i) Purchase a BuyerTrust Product from a Merchant.
  - (ii) Provide your email address at the time of purchase to eVouch via the eVouch BuyerTrust Widget on the confirmation page, or post transaction, provide the transaction information (order #, and transaction amount) and email address to eVouch at the eVouch website.
  - (iii) You must have not received the Product you purchased from the Merchant.
  - (iv) You have filed a notice with eVouch of a potential problem, including, details of the problem within 30 days of the purchase.
  - (v) You must provide the eVouch BuyerTrust Administrator with a receipt and or other documentation to substantiate your purchase and payment, within 14 days of filing your notice of potential problem as set forth in the Dispute Resolution Process herein.
  - (vi) You comply with all requirements, filing deadlines and requests from the eVouch BuyerTrust Administrator (regardless of any shipping delays you experience).
  - (vii) You, the Eligible Buyer and the Merchant to which payment was made, must have been located in one of the fifty United States at the time of purchase.
  - (viii) You must first file a claim with your credit, debit or payment processor company disputing the charge with the Merchant before filing a notice with eVouch of a potential claim.

2.4 Coverage Amount: If in accordance with the Dispute Resolution Process herein the BuyerTrust Administrator determines your claim is valid, BuyerTrust will reimburse you for the full purchase price of the Product up to \$25,000.00 in excess of any recovery from other protection plan, insurance, credit card indemnity, credit card online fraud protection, legal recovery or subrogation rights. eVouch BuyerTrust will not reimburse you for the packaging, shipping or return shipping costs that you may incur to return a Product. BuyerTrust protection is secondary to any other avenue of recovery. As such, any recoveries reimbursed or credited to you by any third party will be deducted from your request for reimbursement in calculating your final payment amount under the BuyerTrust Purchase Protection program.

If the Merchant offers you a settlement equal to, or better than, the amount you are eligible to receive under BuyerTrust Purchase Protection program as described, you will not be eligible to receive any payments under BuyerTrust Purchase Protection program.

### 3. **Dispute Resolution Process**

- 3.1. Upon purchase of a Product, an Eligible Buyer enrolls in the BuyerTrust 30 Day Purchase Protection by providing at the time of purchase his/her email address and transaction details to eVouch via the BuyerTrust Widget on the confirmation page; or post transaction, provides the transaction information (order #, and transaction amount) and email address to eVouch at the eVouch website.

**3.2.** eVouch sends the Eligible Buyer an email confirming enrolment in BuyerTrust Purchase Protection for 30 days from the date of purchase.

**3.3.** If within the 30 days, you do not receive the Product you are required to first contact the Merchant directly to try and resolve the problem, keeping a record of: the dates that you communicate with the Merchant, the name of any Merchant representative with whom you communicate, and a copy of all correspondence between you and the Merchant.

If, within the 30 days, you are unable to resolve the potential problem with the Merchant directly, you are required to go to eVouch's website to file a notice of a potential problem providing transactional details (email address registered with eVouch for the guarantee and the guarantee #).

**3.4.** Once you have completed the online notice of potential problem form, eVouch, will forward an email that will be delivered to its eVouch Problem Resolution team with the relevant transaction details. eVouch will then forward that email on to the Merchant for their response.

**3.5.** The Merchant will have 7 days to provide a response and/or a resolution to the Eligible Buyer's concerns. If the Merchant does not respond within 7 days, the problem immediately moves to the Claims Resolution stage.

**3.6.** If the Merchant does respond, then eVouch will forward that email on to you for your response. You will have 7 days to provide a response or to accept the Merchant's proposed resolution. If you do not respond within 7 days, the problem will be closed and considered settled.

**3.7.** If you do provide a response within the time period allowed in 3.6, then eVouch will forward that email to the Merchant for their response. The Merchant will have 7 days to provide a response and/or a resolution to the Eligible Buyer's concerns. If the problem remains unresolved at this point, either the Eligible Buyer or the Merchant can request eVouch's mediation assistance. Alternatively, both parties may agree to continue their correspondence and problem resolution independently without mediation assistance.

**3.8.** Once the Eligible Buyer or the Merchant request eVouch's mediation assistance, the eVouch Problem Resolution Specialist will mediate between the parties. NOTE: The role of eVouch's mediation assistance stage is to act as a liaison between the Merchant and the customer to facilitate communication between both parties so that a resolution can be made. The eVouch Problem Resolution Specialist will not make any decisions at this stage regarding re-imbusement.

**4.** If, after a reasonable phase of mediation, if you and the Merchant do not reach a mutually agreed upon resolution, then the problem goes to the Claims Resolution stage. At this stage, the eVouch Problem Resolution Specialist will make a final decision regarding whether to settle the Problem/Dispute in favor of you or the Merchant. The eVouch Problem Resolution Specialist will in their sole discretion, determine whether you are eligible for reimbursement, and the final amount of any reimbursement

**5. Indemnity.**

**5.1.** You agree to indemnify, defend and hold harmless eVouch and its agents, directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from

- (i) your failure to perform the obligations of a Relying Party in accordance with this Agreement,
- (ii) your reliance on the BuyerTrust Purchase Protection Program that is not reasonable under the circumstances, or

5.2. eVouch shall:

- (i) promptly notify you of any claim or action giving rise to the right of indemnification; and
- (ii) provide reasonable cooperation to the Indemnifier in the defense and/or settlement of the action.

5.3. You shall

- (i) keep eVouch informed of the progress of such litigation or settlement;
- (ii) not have any right to settle any claim without eVouch's consent, which shall not be unreasonably withheld, if such settlement results in anything other than a monetary payment by you; and
- (iii) allow eVouch to participate in the defense of a claim with counsel of its choice at its own expense.

**6. Limitation of Liability**

6.1. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, EVOUCH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND AT LAW OR IN EQUITY. EVOUCH EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM AMOUNT ALLOWED UNDER ANY APPLICABLE LAW.

6.2. YOU WAIVE LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THIS AGREEMENT OR THROUGH THE USE OF A CERTIFICATE. THIS WAIVER INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS LIMITATION SHALL APPLY EVEN IF EVOUCH IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EVOUCH'S MAXIMUM LIABILITY TO YOU SHALL BE LIMITED TO THE GUARANTEE ASSOCIATED WITH THE BUYERTRUST PURCHASE PROTECTION PROGRAM AS SET FORTH IN THIS AGREEMENT.

6.3. The limited warranty and limited liability set forth in this section are fundamental terms of the Agreement and are fair and reasonable having regard to the relationship between the parties.

**7. Termination.**

7.1. EVouch may terminate its obligations with respect to this Agreement at any time for convenience. Notice of the termination shall be made by posting the notice on the EVouch website.

7.2. If this Agreement is terminated for any reason then the BuyerTrust Purchase Protection Program and any Warranty hereunder shall no longer be available and all of EVouch's obligations hereunder shall cease.

**8. Miscellaneous.**

8.1. Notice. All notices, questions, and requests shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to the EVouch Inc. at 525 Washington Boulevard, Suite 1400, Jersey City, NJ 07310. Notices to you shall be made

by posting amendments to this BuyerTrust Relying Party Agreement. The notice to you shall be deemed to be served upon the time of posting.

- 8.2. Entire Agreement. This Agreement with all documents referred to herein shall constitute the entire agreement between you and eVouch with respect to your use of the BuyerTrust Purchase Protection Program or the Limited Guarantee. This Agreement shall supersede any other existing agreements between you and eVouch, whether oral or written, with respect to the subject matter hereof. eVouch reserves the right to amend this Agreement at any time without prior notice to you. All such amendments shall be made by posting the amended Agreement on the website. The amendment shall be effective as of the date of posting.
- 8.3. Waiver. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 8.4. Force Majeure and Internet Frailties. Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond such party's reasonable control, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party. Each party acknowledges that the Internet consists of a series of networks that are subject to failures and errors. In no event shall either party be liable for or as a result of any such failures or errors.
- 8.5. Impossibility. Neither party shall be liable for failing to fulfill any provision of this Agreement that is rendered impossible as a result of an operation of law or because of an act of a government or political subdivision having jurisdiction over the party or over a parent of the party.
- 8.6. Governing Law and Venue. This Agreement shall be interpreted and construed under the laws of the State of New Jersey without regard to any conflicts of law principles. Any claims or legal actions by one party against the other arising under this Agreement shall be commenced in the courts of the State of New Jersey. Both parties hereby submit to the jurisdiction and venue of any such court.
- 8.7. Assignment. You may not assign, in whole or in part, its rights, duties, or obligations under this Agreement to any person or entity. Any attempt to do so shall be void and shall be a material breach of this Agreement. eVouch may assign this Agreement in its sole discretion.
- 8.8. Severability. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, then the provision shall be reformed to the minimum extent necessary to cause the provision to be valid and enforceable. If reformation is not possible, then the provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.
- 8.9. Survival. All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of this Agreement.
- 8.10. Third Party Beneficiaries. eVouch's affiliates are intended third party beneficiaries under this Agreement.