

PayNow Services, Inc. User Agreement

This User Agreement (the "**Agreement**"), is a binding agreement between you ("You" or "Subscriber" or "User") and PayNow Services, Inc., a Pennsylvania Corporation ("Provider", "we" or "us") under which Provider offers certain applications, tools and services (collectively "Services"). This Agreement provides additional terms and conditions, in addition to the Terms of Use for use of paynow.gg, and paynow.store (collectively, the "Website"), in order to use specific features on the Website, including buying and selling of game products, content and related items (the "Items"). The Items are only virtual items for in game use, and no physical items shall be sold using PayNow's Services.

BY CLICKING THE AGREE BUTTON, CREATING AN ACCOUNT OR PURCHASING OR SELLING THE ITEMS THROUGH THE WEBSITE, YOU (A) ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ANY OTHER APPLICABLE AGREEMENT, POLICIES, AND ADDITIONAL TERMS POSTED ON OUR WEBSITE, (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT OPEN AN ACCOUNT OR BUY AND SELL ITEMS THROUGH THE WEBSITE.

Please be advised that this Agreement contains provisions that govern how Action you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate (see Legal Disputes below) which will, with limited exception, require you to submit claims for any Action you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate. If you do not opt out: (1) you will only be permitted to pursue such Action against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. About PayNow Services, Inc.

This Agreement applies to all Subscriber accounts, including all subscription plans for the Services, and whether using the Website as a Buyer or Seller of Items. Please review this Agreement carefully and understand its terms before signing up for an account with us, or buying and selling any items using our Services. If you do not accept this Agreement, you will not be able to buy or sell items, or use the Services.

Certain services or users may be required to enter into additional or supplemental terms ("Additional Terms") that relate to additional services or the geographic location of the user. These Additional Terms are in addition to the terms of this Agreement and do not replace this Agreement unless specifically stated in such Additional Terms or this Agreement.

2. Definitions.

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"**Documentation**" means guides, documents, and specifications related to the Services.

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent any user from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any provider disabling device.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Personal Information**" means information that Subscriber provides or for which Subscriber provides access to Provider, or information which Provider creates or obtains on behalf of Subscriber, in accordance with this Agreement that: (i) directly or

indirectly identifies an individual; or (ii) can be used to authenticate an individual. Subscriber's business contact information is not by itself Personal Information.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content[, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"Provider Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

"Resultant Data" means data and information related to Subscriber's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Sensitive Personal Information" means an individual's (i) government-issued identification number, including Social Security number, driver's license number, or state-issued identification number; (ii) financial account number, credit report information, or credit, debit, or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual's financial account; or (iii) biometric, genetic, health, or health insurance data.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

3. Services.

- a. Access and Use. Subject to and conditioned on Subscriber's compliance with the terms and conditions of this Agreement, Provider hereby grants Subscriber a non-exclusive, non-transferable right to access and use the Services during the Term, in accordance with the terms and conditions herein.
- b. Documentation License. Provider hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14.g) license to use the Documentation during solely for Subscriber's internal business purposes in connection with its use of the Services.

- c. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:
- i. Provider has and will retain sole control over the operation, provision, maintenance, and management of the Services and related Documentation; and
 - ii. Subscriber has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Subscriber Systems, and sole responsibility for all access to and use of the Documentation by any Person by or through the Subscriber Systems or any other means controlled by Subscriber, including any:
 - (i) information, instructions, or materials provided by any of them to the Services or Provider;
 - (ii) results obtained from any use of the Services;
 - (iii) Subscriber's storefront and sales of Items and
 - (iv) conclusions, decisions, or actions based on such use.
- d. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Documentation, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Documentation, and the Third-Party Materials are and will remain with Provider and the respective rights holders in the Third-Party Materials.
- e. Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its Subscribers; (ii) the competitive strength of or market for Provider's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.
- f. Subcontractors. Provider may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**").
- g. Suspension or Termination of Services. Provider may, directly or indirectly, and by use of a provider disabling device or any other lawful means, suspend, terminate, or otherwise deny Subscriber's, or any other Person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Subscriber has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any [material] instruction or requirement of the Specifications; (ii) Subscriber is, has been, or

is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

- h. Third Party Terms. Our Services provide a platform to buy, sell, trade various Items, which are game-related products, items and content, and when using our Services, you are responsible for complying with all terms and conditions of any third party game, related to such Items. In addition, you may make purchases of Items from a Subscriber Store without having an account, by being logged into your game account, such as through Facepunch, Steam and others, and purchasing the Items from the Subscriber Store without being logged into Provider's systems. In such an event, you are also subject to all terms and conditions of the third party systems which you use to access Provider's Systems.
- i. Interruptions. Provider shall not be responsible for any interruptions to the Services, and no refunds, compensation or reimbursements shall be given for such interruptions, including for any lost revenue.

4. Use Restrictions; Service Usage and Data Storage.

- a. Use Restrictions. Subscriber shall not, and shall not permit any other Person to, access or use the Services and related Documentation except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Subscriber shall not, except as this Agreement expressly permits:
 - i. copy, modify, or create derivative works or improvements of the Services;
 - ii. fail to pay for items purchased by you, or fail to deliver items sold by you;
 - iii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - iv. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Website , in whole or in part;
 - v. bypass or breach any security device or protection used by the Services or access or use the Services through the use of his or her own then valid Access Credentials, or transfer or provide your Access credentials to any other party;

- vi. input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - vii. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part, or manipulate the price of any item or interfere with any listings;
 - viii. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Documentation, including any copy thereof;
 - ix. access or use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider Subscriber, or violates any rights of privacy), or that violates or circumvents any applicable Law;
 - x. create listings, post or upload content that is in appropriate, false, inaccurate, misleading, deceptive, defamatory, or libelous, or distribute any spam, unsolicited or bulk electronic communications, or viruses;
 - xi. use any robot, spider, scraper, data mining tools or other automated methods to access the Services for any purposes, or circumvent any technical measures used to provide the Services;
 - xii. offer to buy or sell outside of the Website;
 - xiii. access or use the Services or Documentation for purposes of competitive analysis of the Services or Documentation, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; or
 - xiv. otherwise access or use the Services or Documentation beyond the scope of the authorization granted under this Section 4.
- b. Enforcement of Policies. If We believe you have violated our policies, we may take a range of actions, including but not limited to suspension of your account, cancelation of your account, termination of the Services and charge you for any Fees that you would have paid, but for your circumvention or violation of our policies. How We enforce our policies may depend on a variety of factors and any waiver in enforcement of any policy or term shall

not preclude us from in the future enforcement for the same activities or Actions, or constitute a future waiver. We retain the right to remove or modify any content you upload.

- c. Subscriber Store Terms. Provider may allow you to create and operate a unique store, with a specific landing page (“Subscriber Store”), in addition to creating general listings of Items for sale, subject to the following:
- i. You shall not frame your Subscriber Store on other websites;
 - ii. All content of a Subscriber Store is your responsibility and you shall not infringe the Intellectual Property Rights of any third party , or Provider with such content;
 - iii. You shall not sell any stolen, fraudulent, or illegally obtained Items, or any Items that were obtained in violation of the policies, procedures or terms of any third party game, and all Items shall not infringe the Intellectual Property Rights of a third party;
 - iv. We may remove a Subscriber Store at any time, in our sole discretion, or for violation of this Agreement, or any of our other terms and conditions or policies, and you shall not attempt to reverse engineer decompile or otherwise attempt to discover the source code, or copy the templates we provide for creating such Subscriber Stores;
 - v. The templates, images and layouts we provide for creating Subscriber Stores are subject to Intellectual Property Rights, and you shall not in whole or in part, copy, reproduce, publish, distribute, translate or modify them without our prior written consent, or use them with any third party website or store;
 - vi. You shall not remove, alter, or obscure any intellectual property notices, including any copyright notices, trademark notices or other related notices from the Website, including in connection with a Subscriber Store;
 - vii. You are responsible and liable for keeping your Access Credentials confidential, and for all activities that occur on or through your account, including all activities in your Subscriber Store, including any losses or transfer of any Items that occur in your Subscriber Store, including any third parties who gain access to your Subscriber Store through your Access Credentials. .
 - viii. You will not conduct transactions with using a Subscriber Store or otherwise, with anyone for which it would be illegal to conduct such transaction, including but not limited to, by age, location or any other reason;

- ix. Subscriber Stores are not transferable to another Person and you shall not sell or otherwise provide your Access Credentials or access wot a Subscriber Store to any other Person;
 - x. You will not circumvent any feedback system, including by rating yourself for transactions of Items offered for sale or bought by you, or pay or request any other Person to do such rating that was not involved in the transaction, or take any other actions that would undermine the confidence of users in the feedback system and our Services;
 - xi. You will not use any Personal Information, of any third party, obtained through use of the Services, including any Personal Information of any buyer or seller, or bidder to directly market to such person, or provide, transfer or sell such Personal Information to any third party. Notwithstanding the foregoing, you may in compliance with our Privacy Policy, and subject to you obtaining affirmative explicit consent, with the ability to easily opt out, market Items on your Subscriber Store to parties with whom you have transacted with in the past or expressed interest in the past, and subject to your strict compliance with all applicable privacy and data protection Laws.
- d. Compliance with Data Privacy Laws. How we process Personal Information of Persons visiting and using a Subscriber Store is covered in our Data Processing Addendum.

5. Subscriber Obligations.

- a. Subscriber Systems and Cooperation. Subscriber shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Subscriber Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to Subscriber's premises and Subscriber Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement. Even if you access our systems and a Subscriber Store through a third party service, you are subject to these terms and conditions as a condition of such access, including purchasing any Items through a subscriber store. We may also allow you to enter your third party game credentials to ensure purchases go to your account, and you agree to only use your credentials for such third party site.
- b. Effect of Subscriber Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Subscriber Failure**").

- c. Corrective Action and Notice. If Subscriber becomes aware of any actual or threatened activity prohibited under this Agreement, Subscriber shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Documentation and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

- d. Obligations as a Seller. If you list or sell an item through the Services, you agree to the following:
 - i. you are responsible for the accuracy and content of any description of an item and for providing an item that matches your description;
 - ii. We may limit the time an item is offered for sale, terminate a listing or renew a listing that has expired, in our sole discretion;
 - iii. All content and descriptions and pictures or images uploaded comply with all terms of this Agreement and any other policies we may enact from time to time and you shall not copy descriptions, content, images or other materials from any other listing;
 - iv. Once a Buyer purchases the Item at the offered price, or any auction has ended and the reserve price is met, you are obligated to provide the item to the Buyer and have entered into a binding contract to sell the item.
 - v. Provider does not transfer legal ownership or right of possession (which may be limited to a limited license right to use or possess) of items or take possession or responsibility for the items, you as Seller must transfer legal ownership (or as applicable license rights) to the Seller.

- e. Obligations as a Buyer.
 - i. You are responsible for reading and understanding the full listing information for any item, before offering to buy or buying such item;
 - ii. Upon bidding on an item, agreeing to buy an item, upon acceptance of an offer, or having a winning bid for an item, you have entered into a legally binding contract to purchase such item.
 - iii. You understand and agree that Seller transfers ownership or license rights to any items sold or provided through the Services, and any dispute regarding transfer or ownership or license rights must be addressed directly with the Seller.

iv.

- f. License Grant. When listing an item, offering to purchase, purchasing, selling or fulfilling any transaction using our Services, you hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (each including a separate right to further sublicense) right to exercise or use any and all Intellectual Property Rights you have in that content in connection with our provision of our Services, as well as the promotion of our Services, in any media now known or developed in the future, including the right to create derivative works. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against Provider, our assignees, sublicensees, and their assignees and sublicensees that use such content in connection with or in furtherance of our Services. You further represent and warranty that all content provided is accurate and that any use of such content (including derivative works) by us, our users, any buyer and any others in furtherance of the Services, does not and will not infringe any Intellectual Property Rights of any third party. Provider does not review listings to ensure content provided by you does not infringe the rights of any third party.
- g. International Transactions. You understand and agree that the Services may be provided globally and allow for transfer of items between a Buyer and Seller located in separate companies, and that our Services may be accessible internationally. You may be subject to additional terms and conditions related to international sales and purchases, when you purchase an item from a Seller in a different country, or sell an item to a Buyer in a different country, and you are responsible for complying with all export rules and regulations for your country that may be applicable to any international transactions that you enter into through the Services. We may provide or provide access to third party tools, including automated tools, including without limitation language translation tools to help you facilitate these type of transactions and you hereby grant us a license to copy, translate, modify and create derivative works of your content, and any communications between a buyer and seller to assist both buyers and potential buyers in purchasing your items listed for sale. Notwithstanding the foregoing, you understand and agree that any translations are provided AS IS without any warranty of any kind and we do not guarantee the accuracy of such translations, or that such translation services will even be available.

In addition, you consent to the processing of your data, including personally identifiable information, in accordance with our Privacy Policy, including transfer of such personally identifiable information internationally, to facilitate the processing and fulfillment of any listing, offer to purchase or sale of any item. Notwithstanding the foregoing, we may engage third parties to facilitate or provide such services, and you may be subject to the privacy policy of such third party.

6. Data Backup. The Services do not replace the need for Subscriber to maintain regular data backups or redundant data archives. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF SUBSCRIBER DATA.

7. Security.

- a. Information Security. Provider will employ commercially reasonable security measures in accordance industry standards for similarly situated services.
- b. Data Breach Procedures. Provider maintains a data breach plan and shall implement the procedures required under such data breach plan on the occurrence of a data breach (as defined in such plan).
- c. Subscriber Control and Responsibility. Subscriber has and will retain sole responsibility for: (a) all Subscriber Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Subscriber in connection with the Services; (c) Subscriber's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Subscriber or through the use of third-party services ("**Subscriber Systems**"); (d) the security and use of Subscriber's Access Credentials; and (e) all access to and use of the Services and Documentation directly or indirectly by or through the Subscriber Systems Access Credentials, with or without Subscriber's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.
- d. Access and Security. Subscriber shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Subscriber Data, including the uploading or other provision of Subscriber Data for Processing by the Services.

8. Fees and Payment.

- a. Fees. Subscriber shall pay Provider the following fees:

Available at <https://paynow.gg> or at <https://dashboard.paynow.gg/billing>

You are subject to any terms and conditions of any payment processor we use to handle payment of your transaction. The terms and conditions of such payment processor will be available on the payment page, and you are responsible for reviewing before every transaction. Some of our current payment processor terms and conditions may be reviewed at their websites and subject to change – you are responsible for reviewing the most current version of such third party payment processors terms)

All Fees, including any subscription fees, transaction fees, Item fees, taxes, percentage fees, and any other fees charged with a transaction are non-refundable. When you purchase an Item from a Subscriber Store, it is in the sole discretion of the Subscriber operating that store to take any returns, exchanges, however any fees charged by Provider related to such transaction shall not be refunded to either party. To be clear, even in the event of a Subscriber Store accepting a return, Provider shall keep any fees related to such transaction, including any processing fees, and may also charge a fee to process a credit related to such return.

Except in limited circumstances (e.g. we made a mistake in the amount charged), all Fees are non-refundable, and if we cancel or terminate your access to the Services due to a breach of this Agreement by you, all Fees are non-refundable, even if the Services have not yet been provided.

- b. Subscriber Fees. Provider's Services for Subscriber Stores are provided, subject to payment of the subscription fee levels, as provided in Section 8(a). Subscription fee levels are currently based on the total financial value of the sales of items, the total number of items sold, or some combination thereof, as provided in Section 8(a) and in the event that Subscriber's Subscriber Store fits within a different Subscriber Store level, Provider may change the amount of Subscription fees charged. In addition, in the event that Subscriber prepaid subscription fees at a specific level for the current month, Provider may charge an additional prorated subscription fee level for the remainder of the month, upon Subscriber obtaining a higher level for the Subscriber Store. Subscriber Fees are in addition to any per transaction or Item fees, which are also in addition to any Taxes as provided in Section 8(c) below. Subscriber Fees are non-refundable. If Subscriber no longer sells enough Items to fit within a certain subscription fee level, Subscriber may request Provider lower the subscription fee level for the next month.
- c. Taxes. All Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Subscriber is responsible for all sales, Value Added Taxes (VAT), use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on Provider's income. Notwithstanding the foregoing, on transactions in a Subscriber Store between Buyer and Seller, Provider will collect the taxes due for the transaction and remit on behalf of the Subscriber Store. Subscriber operating the Subscriber Store will be considered seller of the Items, and Provider's sole responsibility related to such Taxes shall be the collection and remittance of the proper Taxes to the appropriate authorities. Notwithstanding the foregoing, the operator of the Subscriber Store, and the buyer are each responsible for providing the proper information regarding Items sold and the location of each Subscriber in the transaction to allow

Provider to collect the proper amount of taxes and remit such taxes to the proper jurisdiction.

- d. Payment. Subscriber shall pay all Fees as provided in Section 8(a), with any monthly or annual subscription Fees due before the start of the relative time period, and all Fees based on Items sold shall be removed from the funds provided to Subscriber's account, or otherwise charged as determined by Provider. If you finalize a sale outside of the Services, for an item listed through the Services to a buyer found through our Services, you are still liable for the Fees, as if you sold the item through the Services.
- e. Late Payment. If Subscriber fails to make any payment when due then, in addition to all other remedies that may be available:
 - i. Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
 - ii. Subscriber shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
 - iii. Provider may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Subscriber or any other Person by reason of such suspension.
 - iv. Provider may deduct any Late Payment of any Fees from Subscriber's payment information on file, or any account wallet that includes Subscriber's funds, before Provider distributes such funds to Subscriber.
- f. No Deductions or Setoffs. All amounts payable to Provider under this Agreement shall be paid by Subscriber to Provider in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason; however, Provider shall be able to setoff, deduct, debit or withhold any amounts owed by Subscriber to Provider from any funds due to Subscriber.
- g. Fee Increases. Provider may increase Fees by providing written notice to Subscriber at least ten (10) calendar days, and **the Fee Chart** in Section 8(a) will be deemed amended accordingly.
- h. Payment Methods. You must have a payment method on file when using our Services to sell, before placing any offer to purchase, or for recurring payments for certain Services. If your payment method expires, or fails, we may suspend, cancel or restrict your account until any Fees owed are paid, including any funds due to a seller if you are the buyer. Please note payments

may be processed by or through a third party servicer, and the payment method may be held by such third party, including for recurring payments.

- i. Transactions made through the Website will be in United States Dollars, unless otherwise noted. If you use a different currency, our payment providers will apply an exchange rate and may charge additional transaction fees. You are responsible for all such additional fees.
- j. Merchant of Record. As a Seller, when you list and sell an item through the Services, we will act as Merchant of Record on your behalf, and will initiate and direct payments through the ultimate settlement of funds to a Seller's account. As a Buyer, when you offer to purchase an item from a Seller, as the Merchant of Record, even though you negotiate a purchase with a Seller, you will actually purchase the item from PayNow and not the Seller. PayNow acting as the Merchant of Record provides numerous benefits to you, including allowing us to handle all collection and remittance of sales tax, VAT and other items. More specifically as the Merchant of Record, when a Seller arranges to sell an item to the Buyer, PayNow is essentially purchasing such item from the Seller and then reselling to the Buyer, even though the Buyer has initiated the purchase transaction directly with the Seller. Even though PayNow is ultimately the Merchant of Record, both Buyer and Seller are fully responsible for completing transactions initiated and compliance with all terms and conditions, including this Agreement. In the event that a Buyer contests a charge, our payment processors will hold PayNow liable as the merchant of record, and we will charge the Seller, such as by debiting against any balance due to a Seller or charging against Seller's payment methods any such chargeback. As provided in Section 11, Seller or Buyer, as applicable, shall Indemnify PayNow against any and all claims, losses, chargebacks and the like due to PayNow acting on as the Merchant of Record. In addition, while Paynow is the merchant of record, you will indemnify us against any actions on your part that cause chargebacks, penalties or other expenses due to your actions including any fraudulent activity on your behalf. Finally, any terms and conditions on your website or storefront must be PayNow's terms and conditions regarding transactions where PayNow is the Merchant of Record.

9. Intellectual Property Rights.

- a. Documentation. All right, title, and interest in and to the Documentation, including all Intellectual Property Rights therein, are and will remain with Provider and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Subscriber has no right, license, or authorization with respect to any of the Documentation except as expressly set forth in Section 3. All other rights in and to the Documentation are expressly reserved by Provider. In furtherance of the foregoing, Subscriber hereby unconditionally and irrevocably grants to Provider an assignment of all right,

title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

- b. Trademarks. Our name and logos, and other slogans that we use in connection with the Services are the trademarks, service marks or trade dress of Provider in the United States and other countries. You shall not use any such Intellectual Property Rights without prior express written permission.
- c. Intellectual Property Rights. All Intellectual Property Rights in and to the content, images or anything else appearing on or used in operation of the Website, or used in our Services are owned by or licensed to Provider.
- d. Software. Any software is licensed, not sold, and Subscriber does not have under or in connection with this Agreement any ownership interest in such software or any other intellectual property rights of Provider.

10. Representations and Warranties.

- a. Mutual Representations and Warranties. Each party represents and warrants to the other party that:
 - i. it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;
 - ii. to the extent applicable, the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
 - iii. when you agree and accept this Agreement, it will constitute the legal, valid, and binding obligation, enforceable against you in accordance with its terms.
- b. DISCLAIMER OF WARRANTIES. ALL SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS." PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR

FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN SUBSCRIBER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

ANY ISSUE WITH THE ITEMS SOLD THROUGH A SUBSCRIBER STORE, THE BUYER OF SUCH ITEMS SHALL DIRECTLY WORK WITH THE SELLER OR OPERATOR OF THE SUBSCRIBER STORE TO RESOLVE SUCH AND ALL SUBSCRIBERS HEREBY UNDERSTAND AND AGREE THAT PROVIDER SHALL NOT HAVE ANY LIABILITY FOR AND DOES NOT PROVIDE ANY WARRANTIES OF ANY KIND FOR ANY ITEMS, AND ALL ITEMS ARE GENERATED BY THIRD PARTIES, AND AS SUCH PROVIDER CANNOT AND DOES NOT ACCEPT ANY LIABILITY FOR OR RELATED TO SUCH ITEMS AND DISCLAIMS ALL WARRANTIES RELATED TO SUCH ITEMS, AND WITHOUT THIS DISCLAIMER OF ALL WARRANTIES COULD NOT AND WOULD NOT OFFER THE SERVICES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT PROVIDER DETERMINES THAT A SUBSCRIBER HAS NOT FULFILLED ITS OBLIGATIONS TO ANY BUYER WITH RESPECT TO THE ITEMS, PROVIDER MAY TERMINATE THIS AGREEMENT WITH SUCH SUBSCRIBER, CLOSE THE SUBSCRIBER STORE OR TAKE ANY OTHER ACTION PROVIDER DEEMS NECESSARY IN ITS SOLE DISCRETION.

YOU ARE SOLELY RESPONSIBLE AND LIABLE IF YOU ENTER THE WRONG ACCESS CREDENTIALS FOR THE GAME TO WHICH THE ITEMS BELONG, AND PROVIDER CANNOT AND WILL NOT RETURN THE ITEMS OR SWITCH THE ITEMS FROM ONE THIRD PARTY ACCOUNT TO ANOTHER. PROVIDER DOES NOT KEEP AN INVENTORY OF ITEMS PURCHASED BY YOU, BUT INSTEAD THOSE ARE DIRECTLY TRANSFERRED TO THE ACCOUNT YOU ENTERED AND YOU ARE SOLELY RESPONSIBLE FOR ENSURE THAT YOU HAVE ENTERED THE PROPER INFORMATION.

11. Indemnification.

- a. Provider Indemnification. Provider shall indemnify, defend, and hold harmless Subscriber from and against any and all Losses incurred by Subscriber, resulting from any Action by a third party that Subscriber's use of the Services (excluding Subscriber data, Subscriber Store against items such Subscriber Store Sells or Subscriber provided content, and Third-Party Materials) in accordance with this Agreement (including the specifications) infringes or misappropriates such third party's US Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- i. Third-Party Materials or Subscriber Data;
 - ii. access to or use of the Documentation in combination with any hardware, system, software, network, or other materials or service not provided by Provider or specified for Subscriber's use any Provider provided Documentation;
 - iii. modification of the Documentation other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification;
 - iv. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Subscriber by or on behalf of Provider; or
 - v. act, omission, or other matter described in Section 11(b), whether or not the same results in any Action against or Losses by any Provider Indemnitee.
- b. Subscriber Indemnification. Subscriber shall indemnify, defend, and hold harmless Provider and its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an affiliate of a Provider Indemnitee) that arise out of or result from, or are alleged to arise out of or result from:
- i. Selling or offering for sale invalid, stolen or fraudulent Items;
 - ii. any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Subscriber, including Provider's compliance with any specifications or directions provided by or on behalf of Subscriber to the extent prepared without any contribution by Provider;
 - iii. allegation of facts that, if true, would constitute Subscriber's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or
 - iv. any actions PayNow takes as Merchant of Record on behalf of Subscriber, whether Subscriber is acting as a Buyer or a Seller..
- c. Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to

handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

- d. Mitigation. If any of the Services or Documentation are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Subscriber's use of the Services or Documentation is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense:
 - i. obtain the right for Subscriber to continue to use the Services and Documentation materially as contemplated by this Agreement;
 - ii. modify or replace the Services and Documentation, in whole or in part, to seek to make the Services and Documentation (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Documentation, as applicable, under this Agreement; or
 - iii. by written notice to Subscriber, terminate this Agreement [and require Subscriber to immediately cease any use of the Services and Documentation or any specified part or feature thereof.
- e. Sole Remedy. THIS SECTION 11 SETS FORTH SUBSCRIBER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitations of Liability.

- a. EXCLUSION OF DAMAGES. IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF

DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PROVIDER AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED TWO TIMES THE TOTAL AMOUNTS PAID TO PROVIDER (NOT THE TOTAL AMOUNT OF TRANSACTIONS IN A SUBSCRIBER STORE OR AS A PURCHASER) UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$250, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Term and Termination.

- a. Term. This Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect (the "**Term**").
- b. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:
 - i. Either Party may cancel this Agreement upon providing written notice to the other Party, subject to payment of any outstanding amounts owed.
- c. Effect of Termination or Expiration. Upon any termination of this Agreement, except as expressly otherwise provided in this Agreement:
 - i. all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
 - ii. Subscriber shall immediately cease all use of any Services or Documentation;
 - iii. Provider may disable all Subscriber access to the Documentation and its account;

- iv. Provider may deduct any Fees owed by Subscriber;
 - v. Upon termination of this Agreement, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Subscriber shall pay such Fees, together with all previously-accrued but not yet paid Fees.
- d. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 4, Section 8, Section 9, Section 10, Section 11, Section 12, this Section 13, and Section 14.

14. Miscellaneous.

- a. Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.
- b. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- c. Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 14(c):

If to Provider: 1442 Pottstown Pike
West Chester, PA 19380-1271
Email: support@paynow.gg

If to Subscriber: The contact information provided in Subscriber's account.

Notices sent in accordance with this Section 14(c) will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile [or email], ([in each case,] with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- d. Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- e. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- f. Entire Agreement. This Agreement and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to this Agreement as of the Effective Date; (c) third, any other documents incorporated herein by reference, (d) Provider's Privacy Policy, and (e) the Website Terms and Conditions.
- g. Assignment. Subscriber shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider's prior written consent.
- h. Force Majeure.

- i. No Breach or Default. In no event will Provider be liable or responsible to Subscriber, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control (a "**Force Majeure Event**"), including (i) acts of God; (ii) flood, fire, earthquake, pandemics, epidemics, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency and (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power, network, or transportation facilities.
 - ii. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, Provider shall give prompt written notice to Subscriber stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- i. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- j. Amendment and Modification. Provider may amend or modify this Agreement at any time by providing notice of such amendments or modifications. Subscriber's continued use of the Services is Subscriber's consent and agreement to such amendments or modifications.
- k. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- l. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any

jurisdiction other than those of the State of Pennsylvania. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States located in Philadelphia, Pennsylvania or the courts of the State of Pennsylvania in each case located in the Chester County Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

- m. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- n. Equitable Relief. Subscriber acknowledges and agrees that a breach or threatened breach by Subscriber of any of its obligations under Section 4(a), Section 5, Section 8(c) Section 9, Section 10, Section 11, and Section 12, would cause Provider irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Provider will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- o. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.