

TAKE-A-PAYMENT SERVICES

1. The terms in this Section apply to the Web.com Take-a-payment ("Take-a-payment" and/or the "Take-a-payment Services"). Take-a-payment is a service that enables you to accept credit card payments on your Website and either process those payments in real-time provided that you are approved to do so by Simplify Commerce (as further referenced below), or at a later time of your choosing via another third-party merchant and/or payment terminal.
2. As part of the Take-a-payment Services, Web.com will provide code (the "Code") for you to implement on your Website in order to utilize the Take-a-payment Services, whereby subject to all of the terms and conditions of this Agreement and all related payment obligations, Web.com will provide you with a limited, non-exclusive, non-transferable, revocable license (the "License") to use the Code and the Take-a-payment Services. Subject to the terms and conditions of the Agreement and related payment obligations, Web.com shall allow you to remotely access and use the Take-a-payment Services on servers operated by or for Web.com ("Web.com Servers"). During the term of this Agreement, you may use the Take-a-payment Services and any related documentation solely in a manner consistent with the terms and conditions of this Agreement as well as any applicable state, federal, or international law. You agree that you and your agents will not: (a) sell, lease, transfer, license or sublicense the Take-a-payment Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the Take-a-payment Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Take-a-payment Services by any third party; (d) copy or reproduce all or any part of the Take-a-payment Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Take-a-payment Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Take-a-payment Services; (g) knowingly introduce into or transmit through the Take-a-payment Services or any other services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Take-a-payment Services; (i) engage in or allow any action involving the Take-a-payment Services that is inconsistent with the terms and conditions of this Agreement; or (j) cause, assist or permit any third party to do any of the foregoing. No right, title or interest of intellectual property or other proprietary rights in and to the Take-a-payment Services and/or other products, services or software is made available under this Agreement. Web.com, its wholly-owned subsidiaries and affiliates and its Third Party Licensors (as defined below) retain all right, title and interests, including, without limitation, all copyright, trade secret, intellectual property and other proprietary rights in and to the Take-a-payment Services and/or other products, services or software provided under this Agreement.
3. Web.com reserves the right to change, amend and/or otherwise alter the Take-a-payment Services provided without prior notice to you.
4. For the Take-a-payment Services, Web.com shall bill you on a recurring basis in advance during the term of the Agreement, and may be charged on an annual, monthly or other recurring billing cycle. Your customers' payments will be processed through your existing third-party terminal or by signing up for Simplify Commerce ("Simplify") at the time you purchase and/or sign-up for the Take-a-payment Services. The Take-a-payment Services will only store information related to payments made by your customers via Take-a-payment for a maximum of thirty (30) days. Additionally, Simplify or your third-party terminal merchant terms of service will further apply to your use of their services for the processing of the payments and may include additional processing fees for which you shall be solely responsible. For reference, Simplify's terms are located online here. In the instance that the terms of service for Simplify or your existing third-party terminal conflict with this Agreement, the terms of this Agreement will apply.
5. You acknowledge that Web.com makes no guarantees that any given customer will be able to access the Take-a-payment Services at any given time. Web.com shall not be liable to you for failure of accessibility to the Take-a-payment Services or any potential or actual losses that you may suffer from your inability to access or use the Take-a-payment Services or your customers' inability to access any websites that may utilize the Take-a-payment Services. Web.com provides all Take-a-payment Services on an "as is" basis and does not guarantee

that the Take-a-payment Services will have no errors, defects or bugs or will otherwise function properly. You agree that Web.com is not responsible in any way for any malfunction or downtime in the Take-a-payment Services and any damage, injury or lost profits that may arise from such malfunction or downtime.

6. Web.com makes no guarantee that the Take-a-payment Services will operate seamlessly and without error with your own hardware, software or other services (including third party products) that you currently use. Web.com makes no guarantees regarding system uptime. From time to time, and as may be necessary to maintain such systems and Web.com hardware, Web.com reserves the right to take its servers and other hardware offline for repairs, upgrades or routine maintenance. You agree and understand that the Take-a-payment Services may be dependent on third party services that Web.com cannot control. You expressly agree that the availability of those third party services may impact the Take-a-payment Services and therefore you shall not hold Web.com liable for any actions of a third party that may adversely impact the Take-a-payment Services. Any uptime calculation or percentage that is provided as a part of the Take-a-payment Services does not include routine maintenance, unexpected downtime caused by network issues or third party vendors, and occurrences that are outside the control of Web.com, including but not limited to any force majeure occurrences.

7. You acknowledge and agree that the Take-a-payment Services are provided, in some cases, by third party Licensors to Web.com, including but not limited to Simplify ("Third Party Licensors"). For all Take-a-payment Services that are provided by Third Party Licensors, you agree with and shall abide by all Third Party Licensor terms and conditions, if any. Such Third Party Licensor terms and conditions are available upon request (the "Additional Terms and Conditions"). Any Additional Terms and Conditions are in addition to and supplement the terms and conditions provided in this Agreement. You acknowledge and agree that you will be subject to all Additional Terms and Conditions and that all such Additional Terms and Conditions shall be incorporated into this Agreement, to the extent those Additional Terms and Conditions do not conflict with the terms and conditions of this Agreement, as if set forth fully herein. You acknowledge that Web.com may, at its sole discretion, change any Third Party Licensors that provide services under this Agreement, or add or delete discrete services from the Take-a-payment Services. In the event that Web.com changes Third Party Licensors, Web.com may provide you with notification of changes in Third Party Licensors and refer you to information posted on Web.com' website relative to that change which shall be Take-a-payment Additional Terms and Conditions for the purposes of this Agreement.