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Terms of use

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EXCEPT AS OTHERWISE LIMITED, OUR LIABILITY AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCES UNDER THESE TERMS SHALL BE LIMITED TO THE LESSER OF (A) THE AMOUNT YOU PAY US IN THE 30 DAYS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.

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You agree to indemnify, defend and hold harmless Company, its parents, subsidiaries, affiliates, directors, officers, shareholders, agents, contractors and employees, from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to, arising from or out of: (a) your use of the Site; (b) your breach or alleged breach of any representation, warranty or other obligation; (c) your violation or alleged violation of any federal, state, international or local law and any and all regulations, rules or ordinances; (d) the negligence or willful misconduct by you or your employees or agents; (e) any violation of the Terms; (f) your infringement of any intellectual property or other legal right of any person or entity; or (g) your advertising, marketing, promotion, sale, or distribution of any products

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Certain statements that are not historical fact contained in the Site may constitute forward-looking statements. Such statements include, without limitation, statements about future financial and operating performance of Company, as well as the Company's plans, strategies, partnerships, products, service markets, growth prospects, successes, cost-effectiveness and security of new products or services, objectives, expectations, intentions or other statements that are not historical fact. Such statements are based on the then current beliefs and expectations of the management of the Company, and are subject to significant risks and uncertainty. Actual results may vary materially from those contained in forward-looking statements based on a number of factors including, without limitation, (i) dependence on a limited number of clients, (ii) the Company's revenue concentration in the wireless telecommunications business and the declining subscriber growth rate in that business, (iii) the adverse impact that the financial and operating difficulties of the Company's clients may have on the Company's future revenues, and financial and operating results, (iv) continuing rapid change in the telecommunications industry and other markets in which the Company does business that may affect both the Company and its clients, (v) potential state, federal, and international regulation of voice conferencing or other services and related compliance and operating costs, regulatory assessments, and potential suspensions of service pending compliance with such regulation, (vi)

uncertainties associated with the Company's ability to develop new products, services, and technologies, (vii) market acceptance of the Company's new products, services, and technologies and continuing demand for the Company's products, services, and technologies, (viii) the impact of competitive products, services, and pricing on both the Company and its clients, (ix) current and future economic conditions including, without limitation, decreases or delays in capital spending by carriers and in new subscriber growth, and global economic recession, (x) integration, employee retention, recognition of cost and other benefits and revenue synergies, and other risks associated with acquisitions, (xi) the Company's ability to execute on its objectives, plans, or strategies including, without limitation, product or services development plans, the mobile business strategy and the plans to develop alliances and grow its client base, (xii) economic and political instability in the domestic and international markets including, without limitation, the impact of terrorist threats and hostilities and the declaration of war or similar actions, (xiii) uncertainties associated with the Company's ability to expand into new markets including, without limitation, the mobile business market, (xiv) the impact of restructuring charges and other charges on the Company's business and operations, (xv) the industry risks associated with Authorize.net's business and operations including, without limitation, illegal or improper uses of Authorize.net's payment system, unauthorized intrusions or attacks on Authorize.net's payment system that may impair the operations of its payment system, changes or failures to comply with credit card association rules, governmental regulation and the application of existing laws to Authorize.net's business and dependence on relationships with third party payment processors, and (xvi) the factors disclosed in the Company's filings with the U.S. Securities and Exchange Commission including, without limitation, its most recent Annual Report on Form 10-K. The Company

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Company may terminate access to the Site, with or without cause, at any time, and effective immediately. Termination shall be accompanied by a written or electronic notice to you. Company shall not be liable to you or any third party for termination. Should you object to any provision of the Terms or any subsequent modifications thereto, your only recourse is immediately to: (a) terminate use of the Site; and

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Company shall not be liable for any losses arising out of the delay or interruption of its performance of obligations due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions by a third party, infiltration or disruption of the Services by a third party, or other catastrophes or occurrences that are beyond Company's reasonable control.

GENERAL

In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the

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Blog (</resources/blog.html>)

Visa (<https://usa.visa.com>)

Cybersource (<https://www.cybersource.com>)

Payments

Online payments (</payments/ecommerce.html>)

Mobile payments (</payments/mobile-payments.html>)

eCheck payments (</payments/echeck.html>)

Virtual point of sale (</payments/vpos.html>)

Resources

Our features (</resources/our-features.html>)

How payments work (</resources/how-payments-work.html>)

Become a reseller (</sign-up/become-a-partner/become-a-reseller.html>)

Sitemap (</sitemap.html>)

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