

Merchant Cash Advance (MCA) Program Terms and Conditions

1. Acceptance

IF YOU ARE CREATING OR ACCESSING AN ONLINE ACCOUNT THROUGH THIS WEBSITE, ADDITIONAL TERMS AND CONDITIONS APPLY. BY USING AND/OR VISITING THIS WEBSITE AND/OR USING BEHALF SERVICES (the "Services"), YOU SIGNIFY YOUR ACCEPTANCE OF BOTH THESE TERMS AND CONDITIONS (the "Agreement") AND THE TERMS AND CONDITIONS OF BEHALF, INC.'S ("Behalf") PRIVACY POLICY, WHICH ARE PUBLISHED VIA A LINK ON www.behalf.com (the "Website"), AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, then please do not use the Website or the Services. For the purposes of this Agreement, "you" and "your" means the company requesting or using the Services. "Responsible Party" means any individual who submitted an application or request for Services on your behalf to us and/or who is agreeing on your behalf to this Agreement. "We", "us", and "our" means Behalf and any successors, agents, servicers, or assigns.

Please note that your application for a merchant advance with Behalf is subject to a separate agreement that will be provided to you upon application. ALL MERCHANT ADVANCES ARE SUBJECT TO APPROVAL BY BEHALF AND BEHALF RESERVES THE RIGHT NOT TO APPROVE SUCH MERCHANT ADVANCES. THESE TERMS AND CONDITIONS DO NOT COVER YOUR MERCHANT ADVANCE APPLIED FOR THROUGH THE WEBSITE, unless otherwise stated herein. The use of the term Behalf herein includes Behalf, Inc. and its affiliates, vendors, partners, agents and other personnel. In addition to all other agreements that may be provided to you, this Agreement sets forth the legally binding terms for your use of the Services and they shall apply to all users of the Website. By using the Services, you agree to be bound by this Agreement. You are only authorized to use the Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE IT. IF YOU DO NOT AGREE WITH IT, YOU SHOULD LEAVE THE WEBSITE AND DISCONTINUE USE OF THE SERVICES IMMEDIATELY. IF YOU WISH TO USE THE SERVICES, YOU MUST READ THIS AGREEMENT. In order to participate in certain other services provided through the Website, you will be notified that you are required to agree to additional terms and conditions. Behalf may modify this Agreement from time to time and such modification shall be effective upon posting by Behalf on the Website. You agree to be bound to any changes to this Agreement when you use the Services after any such modification is posted. It is therefore important that you review this Agreement regularly upon each use of the Services to ensure you are updated as to any changes.

2. Eligibility

Use of the Services is void where prohibited. By using the Services, you represent and warrant that (a) all application information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if we believe, in our sole discretion, that you are less than 18 years of age.

3. General Undertakings

You accept sole responsibility for all of your activities using the Website, including your conduct on the site. You will not use the Services for any unauthorized or illegal purpose. You will be responsible for ensuring that you do not violate any laws of your jurisdiction, including but not limited to copyright laws. You will not upload or transmit viruses, worms or any other destructive code. You will not use bots to engage the Services.

4. The Website

The Website may contain content about, and links to, third parties and their websites that are not owned or controlled by Behalf. Behalf has no control over, and assumes no responsibility or liability for the content, privacy policies, errors, omissions, or practices of any third party content or websites or any of their contents. In addition, Behalf will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Behalf from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit. Your access to and use of such third-party sites and resources is at your own risk.

5. Website Access

A. Behalf, Inc. hereby grants you permission to use the Website as set forth in this Agreement, provided that: (i) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose and/or in a manner allowed by Behalf; and (ii) you will otherwise comply with the terms and conditions of these Terms of Service. B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You accept sole responsibility for keeping your password secure. You must notify Behalf immediately of any breach of security or unauthorized use of your account. When creating your account you authorize Behalf to conduct background, onsite and financial examinations of you and the owners and/or principals and you authorize Behalf directly or through third parties, to make any inquiries it considers necessary to validate your account and financial information as provided while signing up. Although Behalf will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Behalf or others due to such unauthorized use.

6. Intellectual Property Rights

The content on the Website (the "Content") and the Services are subject to copyright and other intellectual property rights under local and international law conventions. To the best of its knowledge, Behalf uses only Content that it owns or is otherwise allowed and permitted for use by the owner/s of the copyrights and other intellectual property rights therein. Content on the Website is provided to you AS IS only and it may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Behalf reserves all rights not expressly granted in and to the Website, Services and the Content. You agree to not engage in the use, copying, or distribution of any of the Content or Services other than expressly permitted herein for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use of Services or copying of any Content or enforce limitations on use of the Website or any of the Services or Content therein.

7. Warranty Disclaimer & Limitation of Liability

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES SHALL BE AT YOUR SOLE RISK AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST

EXTENT PERMITTED BY LAW, BEHALF, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. BEHALF MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. IN NO EVENT SHALL BEHALF, ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR SERVICES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR OTHER INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Limitations on Use and Liability

Users shall not transmit any material or information to online services that is false, libelous, defamatory, obscene, profane, solicitous, infringes on any copyright to other proprietary rights of any other person or entity, or otherwise could result in civil or criminal liability under the law. BEHALF DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE BEHALF WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BEHALF WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. Indemnity

You agree to defend, indemnify and hold harmless Behalf, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) your violation of any other terms applicable to your use of Charged Services. This defense and indemnification obligation will survive this Agreement and your use of the Website.

9. Events Beyond Control

Under no circumstances shall Behalf be held liable for any delay or failure in this Website and/or any of the Services and/or information on the Website directly or indirectly resulting from, arising out of, relating to or in connection with events beyond the reasonable control of Behalf, including, without limitation, Internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties. The provisions of this paragraph are in addition to, and not intended to limit or modify, the Limitation of Liability section as stipulated above.

10. Due Diligence

You understand that when you applied for an online account through this website you authorized Behalf to conduct background, onsite and financial examinations as governed by the Fair Credit Reporting Act (FCRA). You have consented to allow Behalf to conduct background and financial examinations of you, which may include, but are not limited to, address verifications for up to ten (10) years; querying a commercial and consumer credit history and score from any credit bureau, searches of any and all relevant publicly available information hosted on the world wide web; and a search for bankruptcies, liens or judgments in all jurisdictions where you have conducted business. You authorize Behalf, at its sole discretion, to report your personal and business credit to credit bureaus.

11. Data Use

If you create or access an online account through this website you authorize Behalf to share your personal information with: (i) members of the Behalf corporate or strategic partnership family to provide joint content, products and, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services and communications (ii) Service providers under contract who help with parts of our business operations such as fraud prevention, bill collection, marketing and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit (iii) Financial institutions or other companies that we partner with to increase the number of financial products available to you (iv) credit bureaus to report account information, as permitted by law (v) companies that we plan to merge with or be acquired by. (Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.) (vi) Law enforcement, government officials, or other third parties when a) we are compelled to do so by a subpoena, court order or similar legal procedure b) we need to do so to comply with law or regulations c) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement d) other third parties with your consent or direction to do so. If you create or access an online account through this website you authorize Behalf to provide your vendors and/or suppliers information about your account, including, but not limited to, your default and breach of this Agreement.

12. Adverse Action

If we take adverse action with respect to any merchant advance or any application that you submit to us, then you may request a statement of specific reasons for our decision within 60 days of us providing notice of our decision to you. We will provide such a statement within 30 days of receiving your request. You may make such a request by us at 877-943-9962, PO Box 1804, New York, NY 10159, or support@beacondigitalmarketing.com. While the parties' merchant advances are not intended to be credit transactions, the following notice is provided in case any credit is extended by Behalf. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

13. Consumer Report Authorization

Responsible Party authorizes Behalf to obtain personal credit reports and other consumer reports about Responsible Party in connection with any merchant advance (including while any merchant advance is outstanding) and/or the Services.

14. Communications

You and Responsible Party agree that Behalf may (i) contact you, the Responsible Party, and/or your employees at any address (including email) or telephone number (including wireless cellular telephone or ported landline telephone number) as you and/or Responsible Party may provide to Behalf or its service providers from time to time, even if added to any state or federal do-not-call registry; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you and/or Responsible Party; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to telephone numbers provided by you and/or Responsible Party. You and Responsible Party may withdraw this express written consent at any time by contacting Behalf and telling us specifically what address or telephone number not to use. To ensure that you receives quality service and for training purposes, you and Responsible Party agrees that Behalf may select phone calls for monitoring and/or recording.

15. Sharing of Information with Vendors

You agree that we may share the status of any application you submit to us, information about your account, and other information about you with vendors from which you have purchased goods or services if those goods or services are financed by us or you have applied to have those goods or services be financed by us.

16. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Behalf without restriction or limitations.

17. Termination

Behalf may, in its sole discretion, terminate or restrict your account at any time and for any reason without providing prior notice to you. If Behalf terminates your account, you are still required to honor the terms on any merchant advance entered into prior to termination. All rights and obligations that accrue before termination shall survive termination of this Agreement.

18. General

You agree that: (i) the Website shall be deemed solely based in the State of New York, ("New York"), USA; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Behalf, Inc., either specific or general, in jurisdictions other than New York. These Terms of Service shall be governed by the internal substantive laws of New York, without respect to its conflict of laws principles. Any claim or dispute between you and Behalf, Inc. that arises in whole or in part from the Website or the Services shall be decided exclusively by a court of competent jurisdiction located in New York. These Terms of Service, together with the privacy and any other legal notices and agreements published by Behalf on the Website, shall constitute the entire agreement between you and Behalf, Inc. concerning the Website and the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Behalf's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND BEHALF AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.