

ATS CHECK EXPRESS KIOSK USER AGREEMENT

This ATS Check Express Kiosk User Agreement (“Agreement”) is a legal agreement between ATS Check Express LLC and its affiliates or subsidiaries (collectively “ATS,” “we,” “us,” or “our”) and the entity or person (“you”, “your”, or “user”) who has registered with ATS to use ATS kiosks (“Kiosks”). By clicking I Agree [at the end of this Agreement (describe placement)] you thereby agree to enter into and be bound by this Agreement.

If you do not understand any of the terms of this Agreement, please contact [us](#) at 888-678-3326 before using any of the Services. You may use the Kiosk to send yourself a copy of this Agreement by electronic mail, or you may access this Agreement on our website at www.atsfinancialkiosk.com/UserAgreement.

You may not access or use any Kiosk unless you agree to abide by all of the terms and conditions in this Agreement

NOTICE OF BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION”, PART E BELOW. PART E ALSO CONTAINS A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST US. PLEASE READ THE “BINDING ARBITRATION” SECTION AND THE REST OF PART E CAREFULLY AND DO NOT AGREE TO THIS AGREEMENT IF YOU DO NOT AGREE TO BINDING ARBITRATION, THE WAIVER OF YOUR RIGHT TO A JURY TRIAL, AND THE WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

PART A - General Terms

1. Overview of this Agreement

Registering with ATS and entering into this Agreement to use the Kiosks allows you to use the ATS™ Kiosks (“Kiosk Services”) to access the financial and payment services offered by third parties (“Third Party Service Providers”) that are accessible through the Kiosks (collectively, the “Third Party Services”). This Agreement describes the terms and conditions that apply to your use of the Kiosk Services and Third Party Services (collectively, the Kiosk Services and the Third Party Services are referred to as the “Services”). **You acknowledge and agree that the Third Party Services are provided by third parties and not ATS and that ATS has no responsibility to you for the Third Party Services.**

You must provide complete and accurate information when registering with us for the Services. We require certain information from you when registering for the Kiosk Services and we also may assist the Third Party Service Providers in collecting information from you so that you can

use the Third Party Services. Any account you set-up for Third Party Services is an account with the applicable Third Party Service Provider and not with us. Once registered with ATS, you may use any ATS-provided Kiosk to access the Third Party Services for which you have registered that are available on the Kiosk.

2. Third Party Services

Prior to using any Third Party Service you should review all agreements, service descriptions, disclosures and privacy policies provided by the Third Party Service Provider when you register for or as you use the service.

3. Your ATS Account

ATS does not currently charge you a fee to use our Kiosks, but we reserve the right to do so in the future. ATS does receive compensation from the Third Party Service Providers for facilitating your use of the Third Party Service through our Kiosks.

From time to time we will need to send you notices about your ATS account and the Services. You must ensure that the information provided when you registered is kept up to date. You may update your information at any time at [www.atsfinancialkiosk.com/accountupdate].

4. Service Requirements, Limitations and Restrictions

- a. *Compliance with Applicable Laws:* You must use the Kiosks and the Services in a lawful manner, and must obey all laws, rules, and regulations (“Laws”) applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.
- b. *Restricted Businesses and Activities:* You may not use the Kiosks or the Services to enable any person (including you) to benefit from any activities that ATS has identified as a restricted business, including but not limited to: (i) credit repair, (ii) debt consolidation, (iii) payday loans, (iv) title loans, (v) telemarketing, (vi) tobacco sales, (vii) travel clubs, (viii) sweepstakes, (ix) marijuana or controlled substance supply, (x) tribal and entities that are not governed by the U.S. or states, (xi) mail order or telephone order companies, (xii) business located outside of the U.S., (xiii) adult entertainment, (xiv) illegal or fraudulent goods or services, including, but not limited to, illegal substances, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, “potpourri not for human consumption”, and other similar items), illegal online gambling / wagering, pyramid schemes, counterfeit goods, unlicensed sale of firearms or weapons, or (xvi) any type of money laundering (collectively, “Restricted Uses”). Restricted Users include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the [United States Office of Foreign Asset Control \(OFAC\)](#).

Please review the list of thoroughly before registering for and opening an ATS Account.

If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please contact [us](mailto:us@legal@ATSkiosk.com) at legal@ATSkiosk.com.

We may add to or update the Restricted Business list at any time.

- c. *Other Restricted Activities:* You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for personal, family or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public ATS systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

5. Suspicion of Unauthorized or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with ATS; (ii) are unauthorized, fraudulent or illegal; or (iii) expose you, ATS, or others to risks unacceptable to ATS. If we suspect or know that you are using or have used the Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your ATS Account, and Transactions made through your use of the Services.

6. Disclosures and Notices; Electronic Signature Consent

- a. *Consent to Electronic Disclosures and Notices:* By registering for an ATS Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from ATS (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.
- b. *Methods of Delivery:* You agree that ATS can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your ATS Account. Notices may include notifications about your ATS Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website, mailed, or emailed to you.

- c. *SMS and Text Messages:* You authorize us to provide Notices to you via text message to allow us to verify your or your Representative's control over your ATS Account (such as through two-step verification), and to provide you with other critical information about your ATS Account. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls (as defined below) on your ATS Account and may increase the risk of loss to your business.
- d. *Requirements for Delivery:* You will need a computer or mobile device, Internet connectivity, and an updated browser to access your [account] and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us at 888-678-3326.
- e. *Withdrawing Consent:* Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your ATS Account.

7. Term and Termination

- a. *Term and Termination:* This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or ATS. You may terminate this Agreement by closing your ATS Account at any time by providing a written notice to info@ATSkiosk.com. If you use the Services again or register for another ATS Account, you are consenting to this Agreement. We may terminate this Agreement or close your ATS Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method) by providing you Notice. We may suspend your ATS Account and your ability to access funds in your ATS Account, or terminate this Agreement, if (i) we determine at our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your ATS Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; (iii) any Law, Payment Method Provider or third party provider requires us to do so; or (iv) we are otherwise entitled to do so under this Agreement. Our third party providers may terminate your ability to access their services, at any time and for any reason, in which case you will no longer be able to access their services under this Agreement.
- b. *Effects of Termination:* Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions, and (iii) immediately remove all ATS and any third party service provider logos from your website (unless permitted under a separate license with the applicable third party). Your continued or renewed use of the Services after all pending Transactions have been processed serves to

renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with Part C.

- c. In addition, upon termination you understand and agree that (i) all licenses granted to you by ATS under this Agreement will end; (ii) subject to Part D.5 we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

PART B - ATS Technology

1. Ownership of ATS IP

As between you and ATS, ATS and its affiliates and licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, and Documentation (collectively, “ATS IP”) or any copies thereof. ATS IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in ATS IP not expressly granted to you in this Agreement are reserved.

You may choose to or we may invite you to submit comments or ideas about improvements to the Kiosks or the Kiosk Services (“Feedback”). If you submit any Feedback to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Feedback. You also agree that ATS has no fiduciary or any other obligation to you in connection with any Feedback you submit to us, and that we are free to use your Feedback without any attribution or compensation to you.

2. New Features and Services

From time to time we may offer you additional features or services either through us or our third party service providers that may be subject to additional or different terms of service. All such additional features and services form part of the Services, and you may not use these additional services unless you agree to the applicable agreement or terms (if any) for those services.

Part C: Third Party Services

ATS provides access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services (“Third Party Services”). These Third Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third Party Services for you. You access and use any Third Party Service based on your own evaluation and at your own risk. You understand that your use of any Third Party Service is not governed by this Agreement. If you decide to use a Third Party Service, you will be responsible for reviewing, understanding and accepting the terms and

conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third Party Service. Please also remember that when you use a Third Party Service, our Privacy Policy is no longer in effect. Your use of a Third Party Service, including those that have a link on our website, is subject to that Third Party Service's own terms of use and privacy policies.

Your use of the Services is subject to additional terms that apply between you and one or more of ATS, a ATS affiliate, and a Third Party Service provider. By using the Services, you agree to the applicable terms, including any subsequent updates, these Third Party Service Providers.

Part D: Data Usage, Privacy, and Security

1. Data Protection and Privacy

- a. *Confidentiality*: ATS will only use your Data as permitted by this Agreement, by other agreements between you and us, between you and any applicable Third Party Services Providers or as otherwise directed or authorized by you. "Data" means the data you provide to us in registering for the Kiosk Services and any other personally-identifying information we receive from you in the course of your using the Kiosks or the Services.
- b. *Privacy*: Protection of Personal Data is very important to us. Our [Privacy Policy](#) explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time.

2. Security

We may use security measures intended to prevent fraud and other unauthorized access to the Kiosks and Services. You agree to cooperate with and not to circumvent such measures in your use of the Kiosks and the Services.

Part E: Additional Legal Terms

1. Right to Amend

We may modify the terms of this Agreement at any time. We will provide you with Notice of any changes via email or through other reasonable means. If you are an existing ATS user, the changes will come into effect 10 days after we post the changes to our website, and your use of the Services, API, or Data more than 10 days after we publish any such changes on our website constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the "Last updated" date at the top of the Agreement.

2. Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your ATS Account to others without our prior written consent.

3. No Agency; Third Party Services

Nothing in this Agreement creates a partnership, joint venture, or other agency relationship between you and us, or with any of our Third Party Service Providers. Each party to this Agreement is an independent contractor.

4. Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, pandemic or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay fees, fines, disputes, refunds, reversals, or returns under this Agreement.

5. Your Liability for Third Party Claims against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of you, your employees, contractors and agents.

You agree to defend ATS, our affiliates, and their respective employees, agents, and third party service providers (each a “ATS Entity”) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a “Claim”) brought by a third party against a ATS Entity, and you agree to fully reimburse the ATS Entities for any Claims that results from: (i) your breach of any provision of this Agreement; (ii) any fees, fines, disputes, refunds, reversals, returns, or any other liability we incur that results from your use of the Services; (iii) negligent or willful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.

6. Important Note for Sole Proprietors

If you are using Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of fees, refunds, reversals, fines, losses based on disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your End Users. You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.

7. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or

services is accurate and complete; (c) each Transaction is for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfill all of your obligations to Customers and will resolve all disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (h) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

8. No Warranties

WE PROVIDE THE KIOSKS, THE KIOSKS SERVICES, AND THE ATS IP AND THE THIRD PARTY SERVICE PROVIDERS PROVIDE THE THIRD PARTY SERVICES “AS IS” AND “AS AVAILABLE”, WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY ANY ATS ENTITY OR ANY THIRD PARTY SERVICE PROVIDER OR OBTAINED BY YOU FROM OR THROUGH THE KIOSKS OR THE SERVICES – WHETHER FROM ANY ATS ENTITY OR THIRD PARTY SERVICE PROVIDER, AND WHETHER ORAL OR WRITTEN – CREATES OR IMPLIES ANY WARRANTY FROM AN ATS ENTITY TO YOU. YOU AFFIRM THAT NO ATS ENTITY CONTROLS THE THIRD PARTY SERVICE PROVIDERS OR THE THIRD PARTY SERVICES. YOU UNDERSTAND THAT WE CANNOT GUARANTEE AND WE DISCLAIM ANY KNOWLEDGE THAT YOU POSSESS THE AUTHORITY OR ABILITY TO MAKE, OR WILL COMPLETE, ANY TRANSACTION USING THE THIRD PARTY SERVICES.

THE ATS ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT ATS WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, API, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK – YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE ATS ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY

LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ANY ATS ENTITY BE RESPONSIBLE OR LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM YOUR USE OR INABILITY TO USE THE KIOSKS OR ANY OF THE SERVICES OR FOR THE UNAVAILABILITY OF THE KIOSKS OR ANY OF THE SERVICES, FOR LOST PROFITS, PERSONAL INJURY, OR PROPERTY DAMAGE, OR FOR ANY OTHER DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE KIOSKS OR ANY OF THE SERVICES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT YOU OR THE ATS ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ATS ENTITIES ARE NOT LIABLE, AND DENY RESPONSIBILITY FOR, ANY DAMAGES, HARM, OR LOSSES TO YOU ARISING FROM OR RELATING TO HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE KIOSKS OR ANY OF THE SERVICES, YOUR ATS ACCOUNT, OR DATA, OR YOUR FAILURE TO USE OR IMPLEMENT ANTI-FRAUD MEASURES, SECURITY CONTROLS, OR ANY OTHER DATA SECURITY MEASURE. THE ATS ENTITIES FURTHER DENY RESPONSIBILITY FOR ALL LIABILITY AND DAMAGES TO YOU OR OTHERS CAUSED BY (A) YOUR ACCESS OR USE OF THE KIOSKS OR SERVICES INCONSISTENT WITH THE DOCUMENTATION; (B) ANY UNAUTHORIZED ACCESS OF SERVERS, INFRASTRUCTURE, OR DATA USED IN CONNECTION WITH THE KIOSKS OR SERVICES; (C) INTERRUPTIONS TO OR CESSATION OF THE KIOSKS OR SERVICES; (D) ANY BUGS, VIRUSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE KIOSKS OR SERVICES; (E) ANY ERRORS, INACCURACIES, OMISSIONS, OR LOSSES IN OR TO ANY DATA PROVIDED TO US; (F) THIRD-PARTY CONTENT PROVIDED BY YOU; OR (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHERS.

YOU AGREE TO LIMIT ANY ADDITIONAL LIABILITY NOT DISCLAIMED OR DENIED BY THE ATS ENTITIES UNDER THIS AGREEMENT TO YOUR DIRECT AND DOCUMENTED DAMAGES; AND YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL ANY SUCH LIABILITY EXCEED IN THE AGGREGATE \$50.

THESE LIMITATIONS ON OUR LIABILITY TO YOU WILL APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH YOUR CLAIM IS BASED, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR BASIS AND WHETHER OR NOT ANY REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

10. Responding to Legal Process

ATS may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order (“Legal Process”) that we reasonably believe to be valid without any liability to

you for losses you may incur. We will use reasonable efforts to notify you of Legal Process at your most recent email address on file with us.

11. Dispute Resolution; Agreement to Arbitrate

Binding Arbitration: In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property (such dispute will be determined by the United States District Court for the District of Delaware), will be determined by arbitration in Wilmington, Delaware before a single arbitrator. The arbitration will be administered by the [American Arbitration Association](#) under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 (exclusive of interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of Delaware, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business, or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the District of Delaware to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

- a.** Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.
- b.** *Service of Process:* Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.
- c.** *Class Waiver:* To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

- d. *Provision of an Award:* Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of Delaware. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the “Award”) to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in Wilmington, Delaware. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.
- e. *Fees:* Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.
- f. *Confidentiality:* The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.
- g. *Conflict of Rules:* If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

12. Entire Agreement

This Agreement and all materials that are incorporated by reference constitute the entire agreement between you and ATS for provision of the Services and the use of the Kiosks. Except where expressly stated otherwise in a writing executed between you and ATS, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services between you and ATS. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be stricken from this Agreement or, if practicable, revised to be enforceable while still fulfilling the intent of the parties. All remaining provisions will continue in full force and effect.

13. Cumulative Rights, Construction, Waiver

Each party's rights and remedies under this Agreement are cumulative. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term "including" or "such as" is not to be interpreted as limiting the generality of the text preceding the term. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision. Any waiver by ATS must be in writing.

14. Survival

All rights and obligations of the parties to this Agreement that by their nature are continuing will survive the expiration or termination of this Agreement.