ONTOP Systems, Inc.

Terms of Service and Privacy Policy

Effective Date: August 2026

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1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the software, applications, websites, APIs, and related services provided by ONTOP Systems, Inc. ("ONTOP," "we," "our," or "us").

By accessing or using our Services, you agree to these Terms. If you do not agree, you must discontinue use of the Services.

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2. Our Services

ONTOP develops and provides software and technology that connects merchants, businesses, financial institutions, and payment processors to facilitate electronic payment processing and related financial services.

Our Services may include, but are not limited to:

- Credit and debit card transaction routing
- ACH processing, including CCD, PPD, WEB, TEL, and other supported transaction types
- Electronic check and draft check processing
- Payment gateway services
- Merchant onboarding
- Payment processor integrations
- Recurring billing and subscription management
- Fee collection and payment collection services
- Consumer finance transaction support
- Credit inquiries and credit reporting integrations
- Fraud detection and risk management tools
- Address Verification Service (AVS)
- Card Verification Value (CVV/CVC) validation
- Debit card verification
- Bank Identification Number (BIN/IIN) verification
- Identity verification services
- Tokenization and secure payment transmission
- Payment reporting and reconciliation
- Virtual terminal services

- APIs, hosted payment pages, software integrations, and related technology solutions

ONTOP may add, modify, or discontinue Services at any time.

ONTOP is a software and technology provider only. We are not a bank, payment processor, money transmitter, acquiring bank, card network, lender, credit bureau, or financial institution.

Payment authorization, underwriting, settlement, funding, account approvals, reserve requirements, and other financial decisions are made solely by the applicable third-party processor, acquiring bank, or financial institution.

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3. Merchant Responsibilities

You agree to:

- Provide accurate, complete, and current information.
- Maintain the confidentiality of your account credentials.
- Use the Services only for lawful business purposes.
- Comply with all applicable federal, state, and local laws.
- Comply with applicable payment network rules and PCI DSS requirements where applicable.
- Maintain appropriate safeguards to protect customer information and prevent unauthorized access.

You are solely responsible for your business operations, customer relationships, payment transactions, employees, and anyone using your account.

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4. Third-Party Services

The Services integrate with third-party financial institutions, payment processors, banks, credit reporting agencies, fraud prevention providers, and other service providers.

ONTOP does not control and is not responsible for:

- Merchant account approvals
- Processing decisions
- Funding schedules
- Settlement timing
- Chargebacks
- Reserve requirements
- Processor fees
- Credit decisions
- Service interruptions
- Third-party system failures

Your relationship with each third-party provider is governed by the agreements between you and that provider.

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5. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONTOP DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, SECURITY, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

YOU ASSUME ALL RISK ARISING FROM THE USE OR MISUSE OF THE SERVICES.

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6. Limitation of Liability

YOU ARE SOLELY RESPONSIBLE FOR ALL TRANSACTIONS, PAYMENT ACTIVITY, BUSINESS OPERATIONS, AND THE USE OR MISUSE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONTOP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, PROCESSOR ACTIONS, CHARGEBACKS, REGULATORY ACTIONS, OR THIRD-PARTY CLAIMS.

IN NO EVENT SHALL ONTOP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF:

- ONE THOUSAND U.S. DOLLARS (US $1,000.00); OR
- THE TOTAL AMOUNT OF THE TRANSACTION GIVING RISE TO THE CLAIM.

THESE LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF ONTOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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7. Indemnification

You agree to defend, indemnify, and hold harmless ONTOP Systems, Inc., its officers, directors, employees, affiliates, contractors, and licensors from any claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising from:

- Your use or misuse of the Services.
- Your business operations.

- Customer disputes.
- Chargebacks.
- Fraudulent transactions.
- Data breaches caused by your systems or personnel.
- Violations of applicable law.
- Violations of payment network rules.
- Violations of these Terms.

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8. Suspension and Termination

ONTOP may suspend, restrict, or terminate access to the Services immediately if we reasonably determine that:

- Fraud is suspected.
- Security has been compromised.
- Excessive chargebacks or unusual transaction activity occur.
- Applicable law or payment network rules are violated.
- Continued access presents legal, financial, or operational risk.

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9. Privacy Policy

Information We Collect

Depending on the Services provided, we may collect:

- Merchant application information
- Business contact information
- Banking and settlement information
- Payment transaction metadata
- Device identifiers
- IP addresses
- Browser and operating system information
- Usage analytics
- Customer support communications

ONTOP does not intentionally store full payment card information except within PCI-compliant systems where required to provide the Services.

How We Use Information

We use information to:

- Provide and improve our Services
- Connect merchants with payment processors
- Verify merchant information
- Detect fraud
- Perform address and identity verification
- Support payment processing
- Provide customer support
- Meet contractual, regulatory, and legal obligations
- Improve security and system performance

We do not sell personal information.

Sharing Information

We may share information with:

- Payment processors
- Acquiring banks
- Financial institutions
- Credit reporting agencies
- Fraud prevention providers
- Identity verification providers
- Government agencies when legally required
- Vendors providing services on our behalf

Information is shared only as necessary to provide the Services or comply with applicable law.

Security

We maintain commercially reasonable administrative, technical, and physical safeguards designed to protect information from unauthorized access, disclosure, alteration, and destruction.

However, no method of electronic transmission or storage is completely secure, and ONTOP cannot guarantee absolute security.

Data Retention

We retain information only for as long as necessary to:

- Provide the Services
- Meet contractual obligations
- Comply with applicable laws
- Satisfy payment network requirements
- Resolve disputes
- Enforce these Terms

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10. Changes to These Terms

ONTOP may update these Terms from time to time. Updated Terms become effective upon posting unless otherwise specified. Continued use of the Services constitutes acceptance of the revised Terms.

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11. Governing Law

These Terms shall be governed by the laws of the State of Oregon, without regard to conflict of law principles.

Any dispute arising under these Terms shall first be submitted to mediation in Oregon. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association in Oregon. To the fullest extent permitted by law, each party waives the right to participate in a class action or jury trial.