**FEE INSIDER**

**TERMS OF SERVICE**

*Last Updated: June 6th, 2024*

These Terms of Service are a legally binding contract between you and EmbedDefi LLC, a Washington limited liability company, including its successors and assigns (“EmbedDefi”). Your access and use of EmbedDefi’s “Fee Insider” service and related products and services (collectively, the “Service”) are subject to the terms and conditions below. By accessing and using the Service, you accept all terms and conditions herein. If you do not agree to these Terms of Service, you may not access or use the Service.

1. Subscription. Your subscription to use the Service will be confirmed in an order (“Order”) submitted to and accepted by EmbedDefi. All Orders are subject to EmbedDefi’s acceptance, in EmbedDefi’s sole discretion. The subscription fee, payment terms, commencement date, term, and other specific information regarding your subscription for the Service will be set forth in the Order. Additional terms and conditions may be included in the Order. In the event of any conflict or inconsistency between these Terms of Service and such additional terms and conditions, the additional terms and conditions shall control for the applicable Order.

2. Free Trials and Promotions. Your subscription to the Service may begin with a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available on the specified terms of the free trial. Eligibility for free trials may vary based on factors including the Service tier selected, how recently you redeemed a free trial, and whether the Service tier is part of a combined offering. Certain limitations may also exist with respect to combining free trials with any other offers. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled in accordance with the instructions for cancellation below. Your payment method will default to your account and routing number unless you provide a valid credit card number. You can cancel your subscription at any time before the end of your free trial. We provide notice of the terms of the free trial at the time you register and you will not receive a separate notice that your free trial is about to end or has ended, or that your paid subscription has begun, unless required by law in particular jurisdictions or instances. We may also offer, in our sole discretion, promotions (e.g., a promotional price, bundled subscription, device-specific offer, or other) subject to promotional terms disclosed during your sign-up or in other materials provided to you. We will begin billing the same payment method we otherwise have on file for your subscription at the then-current, non-promotional price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed.

3. Payments. EmbedDefi will keep your detailed payment information, such as bank account, routing number, credit card number, expiry date, and CVV (or equivalent), on file. EmbedDefi has acquired this information for your merchant processing agreement (“MPA”) on or after you applied for service with your processor or agent. You are responsible for keeping your payment details up-to-date by changing the details in your account settings or with your agent, or by contacting EmbedDefi directly. Where your details change or are due to expire, EmbedDefi may obtain or receive from your payment provider updated payment details including your bank account, routing number, credit card number, expiry date, and CVV (or equivalent). This enables EmbedDefi to continue to provide you access to the Service. You authorize EmbedDefi to continue to charge your method of payment using the updated information. In the event of a failed attempt to charge to your payment method (e.g., if your payment method has expired), EmbedDefi reserves the right to retry billing your payment method. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, EmbedDefi may suspend or terminate your subscription for the Service. You will remain responsible for any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys’ fees, and arbitration or court costs. You also agree that EmbedDefi may charge your payment method on file if you decide to restart your Fee Insider subscription.

4. Permitted Use and Use Restrictions. During the applicable term of your Order, and subject to your full compliance with these Terms of Service (including but not limited to your payment of the required fees pursuant to Section 3), you are granted a limited, nonexclusive, nontransferable license to use the Service solely for your internal business purposes. You must not use the Service for any purpose other than as expressly permitted by these Terms of Service. You may not: (a) use the Service for any purpose or business other than to support your merchant business; (b) rent, lease, loan, resell, or otherwise exploit or transfer the Service; (c) permit third parties to benefit from the use or functionality of the Service via a timesharing, service bureau, or other arrangement; (d) transfer any of the rights granted to you under these Terms of Service and the applicable Order; (e) reverse engineer, decompile, or disassemble the Service; (f) modify, or create derivative works based in whole or in part upon, the Service; (g) copy the Service or any associated documentation; (h) remove any proprietary notices or labels on or in the Service; or (i) use the Service unreasonably, improperly, or in a manner detrimental to EmbedDefi in EmbedDefi’s reasonable judgment. Your use of the Service must not exceed any limitations on the scope of use and/or any other applicable use restrictions (if any) as set forth in the Order or other documentation provided by EmbedDefi. Your use of the Service shall comply with any reasonable use guidelines provided by EmbedDefi from time to time (“Use Guidelines”). Although EmbedDefi has no obligation to monitor your use of the Service, EmbedDefi may do so and may prohibit any use of the Service it believes may be, or alleged to be, in violation of these Terms of Service (including any Use Guidelines).

5. Cancelation and Refund Policy. YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME BEFORE THE END OF THE CURRENT BILLING PERIOD, FREE TRIAL, OR PROMOTION. CANCELLATION WILL TAKE EFFECT AT THE END OF THE NEXT BILLING PERIOD UNLESS OTHERWISE DISCLOSED. IF YOU CANCEL, YOU WILL CONTINUE TO HAVE ACCESS TO THE SERVICE THROUGH THE END OF YOUR CURRENT BILLING PERIOD, UNLESS YOU ARE SUBSCRIBED THROUGH A FREE TRIAL, PROMOTIONAL CODE, OR OTHER CREDIT, IN WHICH CASE CANCELLATION MAY BE EFFECTIVE IMMEDIATELY. IF YOU MODIFY YOUR SUBSCRIPTION TO SWITCH FROM ONE SERVICE TO ANOTHER SERVICE DURING YOUR BILLING PERIOD, YOU MAY NOT HAVE CONTINUED ACCESS TO YOUR ORIGINAL SERVICE. YOU MUST CANCEL YOUR SUBSCRIPTION PRIOR TO 11:59 P.M. PACIFIC TIME THIRTY (30) DAYS BEFORE YOUR NEXT RECURRING BILLING DATE IN ORDER TO AVOID BEING CHARGED FOR THE NEXT BILLING PERIOD. EMBEDDEFI DOES NOT REFUND OR CREDIT FOR PARTIALLY USED BILLING PERIODS, ALTHOUGH EMBEDDEFI MAY PROVIDE SUCH REFUNDS OR CREDITS ON A CASE-BY-CASE BASIS IN ITS SOLE AND ABSOLUTE DISCRETION. IF YOU CANCEL, IF YOUR SUBSCRIPTION IS CANCELLED DUE TO FAILED ATTEMPTS TO CHARGE YOUR PAYMENT METHOD, OR IF YOU SWITCH YOUR BILLING TO A THIRD-PARTY, YOU WILL FORFEIT ANY SERVICE, REFERRAL, OR REDEEMED CREDITS. TO CANCEL YOUR SUBSCRIPTION TO THE SERVICE, CONTACT YOUR AGENT OR PROCESSOR, OR CONTACT EMBEDDEFI AND FOLLOW THE INSTRUCTIONS GIVEN. ALL CANCELATION REQUESTS MUST BE DELIVERED IN WRITING FROM THE EMAIL ON FILE. IF YOU WERE ENROLLED VIA A THIRD PARTY (e.g., YOUR AGENT OR PROCESSOR), PLEASE CONTACT EMBEDDEFI’S SUPPORT CENTER AT [**support@feeinsider.com**](mailto:support@feeinsider.com) FOR INSTRUCTIONS ON HOW TO CANCEL.

6. Subscriptions Obtained Through Third Parties. If you obtain a Fee Insider subscription via a third party (e.g., an agent or processor), that subscription is also subject to the third party’s terms (the “Third Party Agreement”). In the event of any conflict or inconsistency between these Terms of Service and such Third Party Agreement concerning subscription purchase, billing, cancellation/refunds, and payment, the Third Party Agreement shall control with respect to such matters. For subscriptions obtained via a third party, your billing relationship will be directly with the applicable third party. Any fees charged for your subscription to the Service will be billed by the applicable third party using the payment information you have provided to such third party. To cancel a subscription to the Service obtained via a third party, please follow the cancellation instructions set out by the applicable third party.

7. Ownership. EmbedDefi owns and retains all rights, title, and interest in and to the Service, including all copyrights, patents, trade secret rights, trademarks (including “EmbedDefi,” “Fee Insider,” and all similar or related names), and other intellectual property rights therein. Your use of the Service does not transfer to you any title to the intellectual property relating to the Service. You shall not acquire any rights to the Service except the limited right to use the Service as expressly set forth in these Terms of Service. Your use of the Service is nonexclusive. Your use of the Service shall not restrict EmbedDefi’s rights to use, license, exploit, modify, and create derivative works of the Service, or to grant or transfer some or all of such rights to third parties (including your competitors). The Service constitutes EmbedDefi’s proprietary and confidential information. You must not disclose or give access to the Service or any portion thereof to any third party without EmbedDefi’s prior written consent.

8. Customer Equipment. You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Service, including, without limitation, hardware, servers, software, operating systems, networks, internet services, and the like (collectively, “Equipment”). You are also responsible for maintaining the security of your Equipment and your accounts, passwords (including but not limited to administrative and user passwords), and files. Except for actions taken by EmbedDefi, you are responsible for all uses of your Equipment, accounts, passwords, and files, whether taken with or without your knowledge or consent.

9. Customer Data. “Customer Data” means any data or information that you provide or submit to the Service, or otherwise accessed by EmbedDefi, in the course of your use of the Service, including summaries or other compilations of your data produced by the Service (excluding EmbedDefi’s intellectual property as described in Section 7). You retain all rights, title, and interest in and to your Customer Data. You hereby grant to EmbedDefi a limited, nonexclusive, fully-paid, and royalty-free license to reproduce, display, and otherwise use the Customer Data as necessary to provide the Service to you. EmbedDefi will use reasonable safeguards, consistent with prevailing industry standards, to protect against the unauthorized access or use of your Customer Data. You are responsible for retaining copies of and regularly backing up all Customer Data.

EMBEDDEFI DOES NOT WARRANT AGAINST LOSS OR INACCURACY OF CUSTOMER DATA OR THAT THE SERVICE WILL BE ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EMBEDDEFI SHALL HAVE NO LIABILITY WITH RESPECT TO YOUR USE OF CUSTOMER DATA OBTAINED FROM THE SERVICE OR YOUR DECISIONS BASED ON SUCH CUSTOMER DATA OBTAINED FROM THE SERVICE.

10. Service Level; Disclaimer of Warranties. EmbedDefi will use reasonable efforts, consistent with prevailing industry standards, to maintain the Service in a manner that minimizes interruptions and delays in the Service. The Service may be unavailable due to scheduled maintenance or for unscheduled emergency maintenance, either by EmbedDefi or by third-party providers, or because of Force Majeure Events (as defined below) (collectively, “Outages”). EMBEDDEFI SHALL HAVE NO LIABILITY TO YOU FOR OUTAGES. EMBEDDEFI DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED. THE SERVICE IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS. YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. EMBEDDEFI MAKES NO WARRANTIES RELATING TO THE SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EMBEDDEFI BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (EVEN IF EMBEDDEFI SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF CUSTOMER DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, INFRINGEMENT, OR FOR ANY OTHER DAMAGES OR LOSSES OF ANY NATURE. THE TOTAL LIABILITY OF EMBEDDEFI FOR ANY AND ALL LOSSES, DAMAGES, LIABILITIES, AND/OR INDEMNITIES ARISING UNDER OR RELATING TO THE SERVICE, THESE TERMS OF SERVICE, AND ALL ORDERS UNDER ANY AND ALL THEORIES OF LIABILITY, SHALL BE LIMITED, IN THE AGGREGATE, TO THE SUBSCRIPTION FEES PAID TO EMBEDDEFI IN THE \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. The Service may incorporate or require YOUR use of third-party software, services, or other products (collectively, “Third-Party Products”). EMBEDDEFI SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR SUCH THIRD-PARTY PRODUCTS.

12. Termination. Your subscription for use of the Service shall terminate upon the earlier to occur of the following: (i) expiration of the term set forth in the Order; (ii) the mutual written agreement between you and EmbedDefi; (iii) EmbedDefi’s delivery of written notice to you of your breach of these Terms of Service (including the Order and any Use Guidelines); (iv) at EmbedDefi’s option, upon the dissolution or termination of your existence as an ongoing business, your insolvency, the appointment of a receiver for any portion of your property, any assignment for the benefit of your creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against you; or (v) as otherwise provided in these Terms of Service or the applicable Order. Upon the termination of your subscription to the Service, you must promptly discontinue all access and use of the Service and remove all coding and other vestiges of the Service from your network and computer systems. A termination under clause (iii) or (iv) above shall be without limitation to any and all other rights and remedies available to EmbedDefi, all of which shall be deemed to be cumulative. All terms and conditions of these Terms of Service (including the Order) that by their sense and context are intended to survive a termination of your subscription to the Service shall continue to survive, including but not limited to Sections 3, 4, 5, 7, 9, 10, 11, 12, and 14.

13. Force Majeure. Notwithstanding anything to the contrary, any interruptions or delays in the Service or EmbedDefi’s performance of its duties hereunder shall be excused to the extent that such interruptions and delays are caused by events outside EmbedDefi’s reasonable control, including but not limited to work stoppages or other labor difficulties; inability to obtain necessary materials, components, labor, or manufacturing facilities; wars; national emergencies; natural disasters; utility failures; third-party systems or network outages; governmental regulations; riots; adverse weather; pandemics; and other causes not within EmbedDefi’s reasonable control (collectively, “Force Majeure Events”).

14. General.

(a). Successors and Assigns. EmbedDefi’s successors and assigns shall be entitled to succeed to the rights and interests of EmbedDefi under these Terms of Service at any time and without limitation. You may not assign your subscription to the Service or rights or obligations hereunder without the prior written consent of EmbedDefi, such consent to be granted in EmbedDefi’s sole discretion.

(b). Governing Law. The laws of the State of Washington shall govern these Terms of Service, without reference to choice of law rules.

(c). Arbitration. ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, THE SERVICE, OR ANY ORDER THAT ARE NOT RESOLVED BY MUTUAL AGREEMENT SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION BEFORE THE KING COUNTY, WASHINGTON OFFICE OF JAMS OR ITS SUCCESSOR (THE “ARBITRATOR”), OR AN ALTERNATE ARBITRATIOR SELECTED BY EMBEDDEFI IF JAMS OR ITS SUCCESSOR IS NOT AVAILABLE, PURSUANT TO THE UNITED STATES ARBITRATION ACT, 9 U.S.C. SEC. 1 ET SEQ. EITHER PARTY MAY COMMENCE THE ARBITRATION PROCESS BY FILING A WRITTEN DEMAND FOR ARBITRATION WITH THE ARBITRATOR, WITH A COPY TO THE OTHER PARTY. THE ARBITRATION WILL BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE ARBITRATOR’S COMPREHENSIVE ARBITRATION RULES AND PROCEDURES IN EFFECT AT THE TIME OF FILING OF THE DEMAND FOR ARBITRATION. THE PARTIES WILL COOPERATE WITH THE ARBITRATOR AND WITH ONE ANOTHER IN SELECTING AN INDIVIDUAL FROM THE ARBITRATOR’S PANEL OF NEUTRALS, AND IN SCHEDULING THE ARBITRATION PROCEEDINGS. THE ARBITRATOR’S RULING SHALL BE ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EMBEDDEFI shall HAVE THE RIGHT to commence an action for preliminary and other injunctive relief, and to specific performance of the terms and CONDITIONS hereof, in a state or federal court of competent subject matter jurisdiction located within King County in the State of Washington.

(d). Attorneys’ Fees. If a party brings any action to enforce these Terms of Service, the prevailing party in such action shall be entitled to recover reasonable attorneys’ fees and costs incurred in connection with such action, whether in arbitration, pretrial, trial, appeal in any proceeding including bankruptcy, or in any action to enforce a judgment or award.

(e). Notices. You agree that EmbedDefi may communicate any notices to you, including notices of changes to these Terms of Service, through e-mail, regular mail, or by posting of those notices in or through the Service.

(f). Entire Agreement; Amendments. These Terms of Service (including the Order and any Use Guidelines) sets forth the entire agreement and understanding between EmbedDefi and you with respect to the Service. EmbedDefi reserves the right, at its sole discretion, to change, modify, add, or remove any portion of these Terms of Service, in whole or in part, at any time. Notification of changes to these Terms of Service will be communicated as provided in Section 14(e) above. Amendments to these Terms of Service will be effective upon such notice. Your continued access and use of the Service following notice of any amendment, including any pricing changes, shall constitute your acceptance thereof.

(g). Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction or interpretation of these Terms of Service.

(h). No Waiver; Severability. Any failure by EmbedDefi to exercise any rights or enforce any of the provisions of these Terms of Service shall not constitute a waiver of such rights or provisions. If any portion of these Terms of Service is found by an arbitrator or a court of competent jurisdiction to be invalid, such arbitrator or court is hereby authorized to amend such provision so that it will be enforceable to the fullest extent permitted by law. All other provisions of these Terms of Service shall remain in full force and effect.

(i). Governing Rules. You agree to comply with the terms and conditions, terms of service, and card brand governing rules associated with your credit card processing accounts. You further agree to comply with the terms of your MPAs and to promptly notify EmbedDefi of any adverse action associated with and breaches of any MPAs.

**If you would like to contact EmbedDefi with questions or comments concerning our Terms of Service, please e-mail us at** [**support@feeinsider.com**](mailto:support@feeinsider.com)**.**

**Accepted By:** ${userEmail}

**IP Address:** ${ipAddress}

**Time of Acceptance:** ${timestamp}