

## **TERMS AND CONDITIONS OF SFP.COM**

### **1. Terms of Use & Acceptance**

These Terms & Conditions (hereinafter referred to as "the Agreement") govern your use of the School Fee Payments website ([www.SFP.COM](http://www.SFP.COM)) and set forth the terms and conditions that apply to your access and use. From this point on, we will refer to the School Fee Payments website as "Service" in these Terms of Conditions. By accessing this site you indicate your acknowledgement and acceptance of these terms and conditions. If you do not agree to the Terms & Conditions below, please do not access this site or any of the pages herein. By accepting electronically (i.e. clicking "I Agree"), installing, accessing or using SFP.COM, you agree to be bound by the terms and conditions of this Agreement and SFP.COM's Privacy and Security Policy, as they may be amended from time to time in the future.

By using the information, tools, features, software and functionality including content, updates and new releases provided by SFP.COM of SFP.COM, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the SFP.COM website), or a "Customer" (which means that you have registered for an account with us to use any one of our Services). If you wish to become a Customer or want to make use of SFP.COM, you must read this Agreement and indicate your acceptance during the registration process.

You may not use any of SFP.COM and you may not accept this Agreement if you are not at least 18 years of age and, in any event, of a legal age to form a binding contract with SFP.COM.

If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

### **2. Definitions**

"Service" means the payment service offered by School Fee Payments ("SFP.COM") through the [www.SFP.COM](http://www.SFP.COM) website ("the website"), and a reference to the Service includes SFP.COM, as the context may require.

"Agreement" means these Terms and Conditions of the Service which are legally binding on you and the Service once you give a Payment Instruction or other information on the website.

"Payee" means the person or entity to which you wish a bill payment to be directed.

"Payment Instruction" means the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name and Payee account number).

"Business Day" means every Monday through Friday, excluding public holidays.

"Scheduled Payment Period" means the period of two Business Days after your credit card is debited within which, subject to the provisions hereof, your Payee account shall be credited with your payment.

"Due Date" means the date reflected on your Payee statement on which the payment is due. It is not the late date or grace period.

"Scheduled Payment" means a payment that has been scheduled through the Service but has not begun to be processed.

"Site" means the SFP.COM website, mobile apps and pages that are associated or within each website and all devices, applications or services that SFP.COM operates or offers that link to this Agreement.

### **3. Access to the Services**

Your right to access and use the Site and the Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Site and Services for lawful purposes. Accurate records enable SFP.COM to provide the Services to you. You must provide true, accurate, current and complete information about your accounts maintained at other web sites, as requested in our "add account" setup forms, and you may not misrepresent your Registration and Account Information. In order for SFP.COM to function effectively, you must also keep your Registration and Account Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Services will be affected. You represent that you are a legal owner of, and that you are authorized to provide us with, all Registration and Account Information and other information necessary to facilitate your use of the Services.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Paymaster, in its sole discretion, may elect to take. In no event will SFP.COM be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

You agree to the applicable SFP.COM Privacy Statement, and any changes published by SFP.COM. You agree that SFP.COM may use and maintain your data according to the SFP.COM's Privacy Statement, as part of SFP.COM. All information submitted to SFP.COM via this website shall be and remain the property of SFP.COM. SFP.COM shall be free to use, for any legal purpose, any ideas, concepts, know-how or techniques contained in information a user to this Website provides. You give SFP.COM permission to combine information you enter or upload for SFP.COM with that of other users of SFP.COM and/or other SFP.COM services. For example, this means that SFP.COM may use your and other users' non-identifiable, aggregated data to improve SFP.COM or to design promotions. SFP.COM may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

We will use our best efforts to include accurate and up to date information on this website, but we make no warranties or representations as to the accuracy of the information. Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, shall be for SFP.COM to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

From time to time, SFP.COM may include new and/or updated pre-release features and trial use ("Test Features") in Services for your use and which permit you to provide feedback. You understand and agree that your use of Test Features is voluntary and SFP.COM is not obligated to provide you with any Test Features. Furthermore, if you decide to use the Test Features you agree to abide by any rules or restrictions SFP.COM may place on them. You understand that once you use the Test Features, you may be unable to revert to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Test Features back to the earlier version. The Test Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures,

corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Test Features is at your sole risk.

#### **4. Service Levels**

SFP.COM provides a bill payment service that allows you to make payments to registered third parties. In order to use SFP.COM, you may need to provide us with your account information with service providers and any information necessary for us to access your accounts with such service providers ("Bill Payment Account Information"). By using SFP.COM, you expressly authorize SFP.COM to access the Bill Payment Account Information, on your behalf and as your agent, solely for the purpose of providing SFP.COM to you. You may decline use of Services for all billers at any time. You must adhere to our Acceptable Use Policy when using the Service.

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, there may be delays in the crediting of some transactions to your account. The Service shall not be responsible for any such delay, but will bear responsibility only for the transmission of transaction information to the respective Payee who then has the sole responsibility for crediting your account.

#### **5. Payment Authorization and Payment Remittance**

By initiating a payment through the Service, you authorize SFP.COM to charge the account that you designate as the account to which the bill payments should be charged or withdrawn from (the "Funding Account"). You agree to maintain a balance or available credit limit in the specified Funding Account that is sufficient to fund all payments you initiate. You represent and warrant that you have the right to authorize SFP.COM to charge the Funding Account for payments you initiate using SFP.COM. You will indemnify and hold SFP.COM harmless from any claims by any third party, including any other owner of the account related to SFP.COM's access to the Funding Account.

You are responsible for confirming the accuracy of the information you provide about each payment you send, including the email/physical address or telephone number of the recipient (the "Payee"), and the amount of the transaction.

You represent and warrant that SFP.COM may send communication to the Payee on your behalf in connection with SFP.COM. By using SFP.COM, you represent and warrant that you and each person you identify have consented to receive ongoing communication, including text messages from us. Such communication may include messages, including text messages, to the recipient of SFP.COM to receive money you had paid them using SFP.COM. You agree to inform SFP.COM if a person withdraws his consent to receiving text messages from you.

By providing the Service with names and account information of Payees to whom you wish to direct payments, you thereby authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction from you, you thereby authorize the Service to charge your credit card and remit funds on your behalf so that, subject to the terms and conditions herein contained, your account shall be credited within the Scheduled Payment Period. You also authorize the Service to credit your credit card for payments returned to the Service by the Payee.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability whatsoever for any loss, damage, expense or cost of any kind, and any

Service guarantee shall be void and of no effect if the Service is unable to complete any payment initiated by you because of the existence of any one or more of the following circumstances:

- Through no fault of the Service, your credit card does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit on your credit card;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct name, address, phone number, or account information for the Payee, or if any other information provided by you is incorrect; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, break or surge in electricity supply or interference from an outside force) prevent the proper execution of the transaction.

Provided that none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your credit card or causes funds from your credit card to be directed to a Payee which does not comply with your Payment Instruction, the Service shall be responsible for returning the improperly transferred funds to your credit card, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges. This shall be the extent of the liability of the Service hereunder.

## **6. Payment Methods**

You acknowledge that certain Payees may not accept payment from all types of funding sources and that we may otherwise limit the payment methods available for a particular Payee. Additionally, SFP.COM may, at its discretion, impose limits on the number and amount of payments, in aggregate, that you can send using SFP.COM.

SFP.COM reserves the right and may refuse to permit payment to any Payee to whom you may direct a payment if we reasonably believe such refusal is necessary or advisable for legal or security reasons. SFP.COM will notify you promptly if it decides to refuse to pay a Payee designated by you.

If you fail to maintain a balance in the applicable Funding Account that is insufficient to fund any payment that you initiate, SFP.COM may refuse to make any subsequent or other payment for as long as we determine to be necessary or appropriate.

SFP.COM reserves the right to select the method in which to remit funds on your behalf to your Payee, and the method to return funds to you in the event your Funding Account is closed or otherwise unavailable to us. The payment methods through SFP.COM may include, but are not limited to, electronic payments, your designated credit card, or payment via other form of funds transfer that SFP.COM may choose to employ.

## **7. Cancellation, Rejection or Return of Payments**

Once SFP.COM has begun processing a payment it cannot be cancelled or edited and SFP.COM shall not be liable for any payments which are transmitted after an attempt is made to cancel or edit.

When you send a payment via SFP.COM, the Payee is not required to accept and service providers may return payments to the Service for various reasons. These reasons can include, but are not limited to: the Payee's forwarding address has expired; the Payee's account number is not valid; the Payee is unable to locate the account; or your account with the Payee is paid

in full. You agree that you will not hold SFP.COM liable for any damages resulting from a Payee not receiving payment made through SFP.COM for any reason.

If we are unable to complete a payment for any reason, we may, in a method of our choosing and at our sole discretion, provide you with notice. We will to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied payments to your Funding Account or use other reasonable efforts to return such payment to you as permitted by law.

Additionally, you agree that SFP.COM may: (a) reverse any corresponding credit or direct deposits issued to you; (b) reverse any payments SFP.COM made to your Payee; (c) apply any money currently held by SFP.COM to any amount owed to us; (d) initiate electronic funds transfer from your account to collect any unpaid amounts and our fees.

In using the Service, you are requesting the Service to make payments for you from your credit card. If we are unable to complete the transaction for any reason associated with your credit card (for example, you have exceeded your credit limit), the transaction will not be completed. You are responsible for reconciling your Account(s) and reviewing the status of the payments and the available funds made available in the Funding Account.

## **8. Prohibited Payments**

Payments to Payees who SFP.COM does not currently represent are prohibited through the Service. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **9. Service Fees and Additional Charges**

Any fees applicable to your use of the Service will be charged regardless of whether or how often you use the Service during each period for which you have subscribed to the applicable Service. There may be charges for additional transactions and other optional services that you elect to use. You agree to pay fees for the all Services you use or subscribe to as described on the Site.

You hereby agree to pay such charges and authorize the Service to deduct the calculated amount from your credit card for these amounts and any additional charges that may be incurred by you. The calculation of any such amount shall be final and binding on you, except in the case of manifest error. Any financial fees associated with your credit card will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

SFP.COM is not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in the Funding Account that is sufficient to fund all payments you initiate.

If SFP.COM is not able to recover all amounts owed to us, we may report this information to third parties, including consumer reporting agencies, regulatory agencies and or other related financial institutions. SFP.COM reserves all rights to pursue all available legal remedies to recover all owed amounts.

Any fees applicable to your use of SFP.COM will be charged regardless of whether or not or how often you use SFP.COM during each period for which you have subscribed to the applicable

Service. There may be charges for additional transactions and other optional services that you elect to use. You agree to pay fees for the all Services you use or subscribe to.

### **10. Your Liability and Indemnification of SFP.COM**

Subject to the foregoing, SFP.COM is not responsible for transactions done using your credit card since SFP.COM offers the Service using a secure server and therefore has no access to the particulars of your credit card and no control over the use of your card. For the avoidance of doubt, SFP.COM shall not be liable to you in respect of any transaction done using your credit card or credit card account number whether or not such transaction was done by a third party without your knowledge or consent. You are solely liable for errors you make in using the Services, including the following:

- directing SFP.COM to submit a payment to a Payee from the wrong Funding Account;
- erroneously directing SFP.COM to submit a payment to a Payee multiple times;
- directing SFP.COM to submit the wrong amount to a Payee;
- directing SFP.COM to submit a payment to the wrong Payee; or
- changing your mind about making a payment to a Payee after directing SFP.COM to submit the payment.

You are responsible for all fees, fines, penalties, and other liability incurred by SFP.COM, a Payee, you or a third party caused by or arising out of your breach of this Agreement and/or your use of SFP.COM. You agree to reimburse SFP.COM, a Payee or the applicable third party for any and all such liability.

In the event that you are liable for any amounts owed to SFP.COM for a payment you authorized through SFP.COM, SFP.COM may immediately remove such amounts from or charge such amounts to your applicable Funding Account. If the applicable Funding Account does not have funds or available credit sufficient to cover your liability, you will be required to immediately add funds to the Funding Account or otherwise provide payment to SFP.COM through other means. If you do not do so, SFP.COM may engage in collection efforts to recover such amounts from you.

SFP.COM does not have control of, or liability for, the products or services that are paid for via SFP.COM.

You shall defend, indemnify and hold harmless Paymaster and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.

### **11. Exclusion of Warranties**

The sites, services, information, data, features, and all content and all services and products associated with the services or provided through the services (whether or not sponsored) are provided to you on an "as-is" and "as available" basis without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. SFP.COM, its affiliates, and its third party providers, licensors, distributors or suppliers (collectively, "suppliers") make no representations or warranties of any kind, express or implied, as to the content or operation of the site or of the services. You expressly agree that your use of the services is at your sole risk.

Neither SFP.COM nor its suppliers make any representations, warranties or guarantees, express or implied, regarding the accuracy, reliability or completeness of the content on the sites or of the services (whether or not sponsored), and expressly disclaims any warranties of non-infringement or fitness for a particular purpose. Neither SFP.COM nor its suppliers make any representation, warranty or guarantee that the content that may be available through the services is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

## **12. Risk Monitoring, unusual or suspicious transactions**

In an effort to manage our risk, we may monitor your transactions and processing activity for high-risk practices or for fraudulent transactions. We may also engage third-party service providers to assist in these efforts and other elements of SFP.COM. If SFP.COM believes there is suspicious or unusual activity, SFP.COM may temporarily suspend your access to SFP.COM. Suspicious or unusual activity includes, but is not limited to changes in your average transaction amount or processing pattern or use of different payment accounts. SFP.COM may require additional documentation to promptly reinstate your access to SFP.COM.

## **13. Password and Security**

You agree not to give or make available your password (where applicable) to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service with your credit card on your behalf, you are wholly responsible for any transactions that they authorize.

If you believe that your password has been lost or stolen or that someone may attempt to use the Service with your credit card without your consent, you must notify SFP.COM at once.

## **14. Errors and Questions**

SFP.COM will use commercially reasonable efforts to facilitate the payment of your bills in accordance with this Agreement. However, SFP.COM will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer;
- the payment is rejected, returned, mishandled, or delayed by the Payee for any reason;
- you have provided SFP.COM with incorrect information about the Payee;
- the Funding Account you specify as the payment source is closed or does not contain sufficient funds to complete the payment or the charge is rejected or returned by your bank or financial institution;
- due to any pre-announced unavailability of SFP.COM;
- due to fraud or attacks on our systems, service or SFP.COM;
- due to third party service providers; or
- due to circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays, or any failure by your computer, software, or Internet connection).

You must notify SFP.COM immediately (no later than 60 days after the date of alleged unauthorized transaction) if you suspect or believe that a transaction has occurred through SFP.COM that you did not authorize or that you believe an incorrect amount was authorized. You will be asked and are required to provide us with the following information: your name; the email address registered for SFP.COM account; a description (including dollar amount) of the transaction that you believe is unauthorized or in error; and a SFP.COM

reference/transaction ID; and explanation of why you believe there was an unauthorized transaction or error. SFP.COM will investigate reports and shall share the outcome of its investigations. The findings of SFP.COM and any related decision in respect of the said transaction shall be final and binding.

For unauthorized transfers and errors with respect to your credit card or debit card that are not related to SFP.COM, please see your applicable card holder agreement with your relevant financial institution.

### **15. Disclosure of Account Information to Third Parties**

SFP.COM may use standard Web tracking software to collect non-identifying information about visitors to its website such as:

1. Date and time website was accessed.
2. City, State and Country from which access was made.
3. Web browser used.
4. IP address (A numeric address given to servers connected to the internet).

Some areas of the web site may use a "cookie" temporarily stored in the visitor's computer memory (RAM) to allow the web server to log the pages you use within the site and to know if you have visited the site before.

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

SFP.COM may use this information to create summary statistics and to determine the level of interest in its website.

1. Where it is necessary for completing transactions that you have requested;
2. Where it is necessary for activating additional services;
3. Where it is necessary in order to request that a Payee sends you your bill electronically;
4. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
5. To a consumer reporting agency for research purposes only;
6. In order to comply with a governmental agency or court orders; or,
7. If you give us your written permission.

### **16. Alterations and Amendments**

This Agreement, and the applicable fees and service charges may be altered or amended by SFP.COM from time to time without notice. In such event, SFP.COM shall not be obliged to inform users but shall ensure that the new terms and conditions are posted on the site or made available by some other reasonable means as it may determine. Any use of the Service after SFP.COM posts new terms and conditions will be deemed to constitute your agreement to such change(s). Further, SFP.COM may, from time to time, revise or update the applications, services, and/or related material, which may render all prior versions obsolete. Consequently, SFP.COM reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

### **17. Personal Information Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made online only. All changes made are effective immediately for



Scheduled and future payments paid from the updated information. You hereby agree that the Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate information in your contact information, Payment Instructions or otherwise.

### **18. Service Termination, Cancellation or Suspension**

SFP.COM may terminate or suspend Service to you at any time:

a. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement); b. if SFP.COM in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); c. for any reason and at any time with or without notice to you; or d. immediately upon notice, to the e-mail address provided by you as part of your Registration Information.

You acknowledge and agree that SFP.COM may immediately deactivate or delete your account and all related information and files in your account and/or prohibit any further access to all files and the Services by you. Further, you agree that SFP.COM shall not be liable to you or any third party for any termination of your access to the Services.

Neither termination nor suspension shall affect your liability or obligations under this Agreement up to the date of termination or suspension. In the event you or SFP.COM terminates your account, any payment(s) SFP.COM has already processed before the requested termination date may be completed. You should verify payment directly with your intended payee. SFP.COM is not responsible for any payments not completed by us as a result of termination.

### **19. Information Authorization**

In order to allow you to use the Services, you will need to sign up for an account with SFP.COM. We may verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries **may** include asking you for further information, requiring you to provide your full address, your tax registration number or other identification numbers and/or requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying information you provide against third party databases or through other sources. If you do not provide this information or SFP.COM cannot verify your identity, we can refuse to allow you to use the Services.

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your Login ID e-mail address, allows you to access the Site. That Login ID and password, together with any mobile number or other information you provide form your "Registration Information." By providing us with your e-mail address, you consent to receive all required notices and information. Electronic communications may be posted on the Services site and/or delivered to your e-mail address that we have on file for you. It is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. Your consent to receive communications electronically is valid until you end your relationship with us.

Your use of the Service may not be fulfilled if SFP.COM cannot verify your identity or other necessary information. Through your enrollment in SFP.COM, you agree that we reserves the right to request a review of your credit rating at your own expense through an authorized credit

bureau. In addition, you agree that SFP.COM reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

## **20. Intellectual Property Rights**

The contents of the Site and the Services, including their “look and feel” (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under Jamaican and other applicable copyright, trademark and other laws. The contents of the Services belong or are licensed to SFP.COM. SFP.COM grants you the right to view and use the Services subject to these terms. You may download or print a copy of information for the Services for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Services in whole or in part for any other purpose is expressly prohibited without our prior written consent. You agree not to use, nor permit any third party to use, the Site or the Services or content in a manner that violates any applicable law, regulation or this Agreement.

Copyright in the images, text, screens, and web pages appearing at this website is owned by SFP.COM or others as indicated. Users may copy information from the web site for their own personal or educational use only, provided that each copy includes any copyright, trademark, or service mark notice as they appear on the pages copied. The information and materials may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted or otherwise used for public or commercial purposes, except as provided in these terms and conditions without the express written permission of SFP.COM.

## **21. Links to Other Websites**

SFP.COM may establish links between this website and other websites operated by non-affiliated third parties. SFP.COM has no control over any other such websites or the contents therein and the existence of any such link shall not constitute an endorsement by SFP.COM but are provided to you as a convenience. All user access to any of these hyperlinks are at the user's own risk and the content, accuracy, opinions expressed, and other links provided are not investigated, verified, monitored, or endorsed by SFP.COM. SFP.COM is not an agent or broker or otherwise responsible for the activities or policies of those web sites. SFP.COM does not guarantee that the loan, investment, plan or other service terms, rates or rewards offered by any particular advertiser or other third party on the Sites are actually the terms that may be offered to you if you pursue the offer or that they are the best terms or lowest rates available in the market. Such offers are provided by the third parties, and any offer is subject to the third parties' review of your information. SFP.COM may receive compensation from third parties which may impact the placement and availability of such offers, however, if you elect to use or purchase services from third parties, you are subject to their terms and conditions and privacy policy.

## **22. Limitations on SFP.COM Liability**

SFP.COM shall in no event be responsible or liable to you or to any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, including but not limited to loss of profit, revenue or business, arising in whole or in part from your access to the sites, your use of the services, the sites or this agreement, even if SFP.COM has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this agreement,

SFP.COM's liability to you for any cause whatever and regardless of the form of the action, will at all times be limited to a maximum of \$500.00 (Five Hundred United States Dollars).

THE FOREGOING SHALL CONSTITUTE SFP.COM's ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

### **23. Disputes**

In the event of a dispute regarding the Service, you and SFP.COM hereby agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and SFP.COM which supersedes any proposal or prior agreement, oral or written, and any other communications between you and SFP.COM relating to the subject matter of this Agreement.

### **24. Assignment**

You may not assign this Agreement to any other party. SFP.COM may assign this Agreement freely. SFP.COM may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **25. No Waiver**

SFP.COM shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **26. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **27. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Jamaica, without regard to its conflicts of laws provisions, and you hereby agree that the Courts of Jamaica shall have jurisdiction to hear and determine any matter arising hereunder and expressly waive any claim of inconvenient forum.