



PRONTO BY PAYFARE ACCOUNT AGREEMENT

Last Updated: October 22, 2024

This Pronto by Payfare Account Agreement (“**Agreement**”) is a legal agreement between Payfare Inc. (“**Payfare**”, “**us**”, or “**we**”) and you (“**you**”, “**your**”), being the person who has registered for a Pronto by Payfare Account (“**Account**”) in order to manage certain earnings payouts (“**Payouts**”) from your employer(s) (“**Employer**”) and/or to receive certain other services offered by Pronto by Payfare (“**Pronto**”) from time to time (each, together with any receipt of Payouts, a “**Pronto Service**”). This Agreement describes the terms and conditions that apply to your management of Payouts and the use of the Pronto Services. Your agreement to abide by all the terms and conditions (“**Terms**”) in this Agreement is a condition of your use of Pronto.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE SIGNING UP FOR A PRONTO ACCOUNT OR USING PRONTO. If you do not agree to the terms herein, do not sign up for a Pronto Account or use Pronto, and please delete the Pronto mobile application (the “**App**”) from your devices. There may be additional Pronto Services that are not specifically described in the Terms, and we reserve the right to add or eliminate Pronto Services. Further, we reserve the right, at any time and in our sole discretion, to prospectively change, modify or otherwise alter the Pronto Services and these Terms. Such changes are effective immediately when posted in the App. Please review the Terms periodically. If any change is not acceptable to you, your only recourse is to delete the App and stop using the Pronto Services. The availability of select Pronto Services may be limited by your access method or access device. **By accessing your Account and engaging in Pronto Services, you agree to the most recent version of these Terms, which are always available to you through the App.**

1. THE PRONTO ACCOUNT AND PAYOUT SERVICES

With your Pronto Account, you will be able to use the Pronto Services, which may include the ability for you to receive and direct a portion of the earned, but not yet paid earnings (your “**Unpaid Earnings**”) from your Employer. Each eligible Employer who has subscribed for Payfare’s Pronto Services and utilizes Automatic Data Processing, Inc.’s (ADP) payroll services in Canada as a client of ADP may permit access to Payouts to recipients like you through your Pronto Account.

Payfare and your Employer have entered into an agreement whereby a portion of your Unpaid Earnings (which may vary from time to time without prior notice) that you have earned through your employment with the Employer will be made available for you to access upon your request through the App. The amount of the Unpaid Earnings available for a Payout at a point in time will be shown to you in the App. Payfare does not assess the correctness or amount of Unpaid Earnings available for a Payout at any given time and relies on the Employer to provide this information. For any questions regarding your Unpaid Earnings or Unpaid Earnings available for a Payout at a point in point, you agree to follow up with your Employer, as Payfare cannot assist with such matters.

The Payout will be directed to your Canadian bank account, debit card or pre-paid card of your choosing, and through a payment option you select (see also section 3 “Payout Options and Fees” below). Following acceptance of the transaction terms, and upon distribution of your Payout, we will notify ADP and your Employer that you have requested and received the Payout. Such notice will represent your acknowledgment that you have received a portion of your Unpaid Earnings, and your authorization and direction for your Employer and ADP to distribute to Payfare an amount (the “**Repayment**”) equal to the Payout plus any applicable Expedited Processing Fee (as defined herein), from the next payroll distribution from your Employer (your “**Employer Payroll Distribution**”). If you have made more than one Payout request during the payroll cycle, the amount of all such Payouts will be aggregated along with any applicable fees.



There are limits to the number of times you may request a Payout of your Unpaid Earnings. Such limits will be set out and shown to you within the App.

In the event a Payout made to you was carried out in error, or your Unpaid Earnings were incorrectly determined for any reason which results in the Payout exceeding your Unpaid Earnings (and/or a shortfall during Repayment), you hereby authorize such amounts to be deducted from your next Employer Payroll Distribution(s) until any shortfall is fully repaid. You will not be subject to any additional fees, penalties nor interest in such a situation. Throughout your use of Pronto, you may contact us to withdraw this deduction authorization, however doing so may also cease your eligibility to receive further Payouts and your use of other Pronto Services.

2. YOUR OBLIGATIONS

YOU ACKNOWLEDGE AND AGREE THAT IN USING PRONTO FOR A PAYOUT, YOU HAVE NOT IN CONNECTION THEREWITH, ALSO ASSIGNED, TRANSFERRED OR CONVEYED YOUR WAGES OR EARNINGS FROM YOUR EMPLOYER OR ANY PART THEREOF TO ANOTHER PARTY. YOU ACKNOWLEDGE THAT YOUR USE OF PRONTO SERVICES IS NOT AND SHALL NOT BE CONSTRUED IN ANY WAY AS AN ASSIGNMENT OF YOUR WAGES. While Payfare has no right to assert a claim against you with respect to your wages or earnings, your eligibility to use Pronto Services and access Payouts may be limited or suspended if there is a shortfall during Repayment.

You are solely responsible for, and Payfare disclaims all liability for, the provision of any employment services provided by you to your Employer to which you may receive a Payout and any obligations you may owe to your Employer. You may only use the Pronto for legitimate employment and for work or services performed by you. Payfare is not responsible for your relationship with the Employer, including any contractual agreement that exists with you and the Employer.

If you are invited to register for the Account by an email invitation through an Employer or ADP, you agree that you shall not forward nor share such invitation email to any other person. You acknowledge that the intentional or inadvertent sharing of such invitation email may lead to someone else having access to your Account and any payouts from an Employer and you shall be solely responsible and liable for any of your losses due to someone else's access to your Account. You agree that you are the only person who will use the Account and will have access to your Account, and the Account and its credentials will not be used for the benefit of anyone else.

Neither your Employer, ADP or Payfare has the ability to change or input your bank account, debit card or pre-paid card information, and you are solely responsible for inputting the correct information. Please ensure that the information you enter is correct. We are not responsible for any information incorrectly entered by you. Once a Payout has been initiated it cannot be canceled or reversed.

You remain obligated to pay all income taxes, deductions, employment insurance and other charges imposed by any governmental authority (collectively, "Taxes"). Your Employer will continue to remit such Taxes on your behalf through the normal Employer Payroll Distribution whether you have elected to receive a Payout or not through Pronto. You agree Payfare is not responsible for assessing, collecting, reporting, or remitting any Taxes on your behalf.

3. PAYOUT OPTIONS AND FEES

There is no cost to you for downloading and creating an Account through the App. Some fees apply to certain payout options (the "**Expedited Processing Fee**"); and will be disclosed to you each time you request a Payout that is accompanied with a prompt to select the payment option. The free (\$0.00) option of receiving your Payout via bank transfer, also known as electronic funds transfer (EFT) is an available option. An EFT of your Payout through the App will typically arrive in your bank account in 2 to 5 business days.



The Expedited Processing Fee charged is fixed for each expedited Payout request, and is not dependent on the value of the Payout. The Expedited Processing Fee is set out below and will be deducted at the time of Repayment.

Payout Option	Fee for <u>initial</u> Payout during a payroll cycle	Fee for each <u>subsequent</u> Payout (within same payroll cycle)
Bank Transfer (EFT) – 2 to 5 Business Days	Free	Free
Expedited (direct to the account associated with your eligible Visa or Mastercard debit card) – typically processed within minutes. *Some debit cards may not be supported, please confirm with your financial institution if it supports receipt of original credit transactions (OCT)	\$3.99	\$2.99
<i>Other payout options may be added and updated here from time to time.</i>		

4. SUPPORT

If you have any questions around Pronto and any Pronto Services, please reach out to the Pronto support team at support@pronto.payfare.com for any assistance. If you have any questions around your earnings amount, employment or any matter that is related to your payroll or employment, please contact your Employer. Payfare cannot assist with any questions regarding your pay, the amount of Unpaid Earnings available for a Payout at a point in time, your employment or your taxes or tax obligations.

5. ACCOUNT AND PASSWORD SECURITY

When you download the App, you will be asked to choose a password and other security details. You agree to create a unique and strong password for the Account that is not easily guessed (password for example should not contain your birth date, phone number, social insurance number, nor comprised of simple sequences like 1234). You must keep your password and other security information related to the Pronto Services (including your username, Personal Identification Number (PIN), security questions and answers, and verification codes) confidential and notify us immediately if you become aware of any suspected disclosure of your password to any third party, or if you believe a third party may have gained access to your password.

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

6. PRIVACY AND PERSONAL DATA

In order to provide key services within the App, we will need to receive and share information about you from third parties, including your Employer, **ADP**, the financial institutions sending and receiving the Payouts, partners we use to meet our compliance and regulatory obligations, and various other third-party service providers. Payfare relies on information from third parties to get information on any of your Payouts; and Payfare does not assume any responsibility for the accuracy of information relating to Payouts, or the timeliness of delivery of Payouts. You agree and consent to provide, and hereby authorize your Employer and/or ADP to provide to us, accurate profile information, including, as applicable, your name, employee ID, date of birth, social insurance number/tax



identification number, home address, email address, work attendance and payroll history/upcoming payroll data, and other related information, required for the provision of the Pronto Services. You further agree to promptly update all your information whenever such information provided to us is no longer accurate. You may update certain personal information within the App.

The use and sharing of your information is governed by our [Privacy Policy](#). Protecting, securing, and maintaining the information processed and handled through Pronto is one of our top priorities. This section describes our obligations when handling and storing information connected with the Pronto Services. The use of any of your personal information we collect or have access to is described within our Privacy Policy. By using the Pronto Services, you understand and consent to Payfare's use of your data ("Data") which includes any provided personal identifiable information ("PII") for the purposes and in a manner consistent with our Privacy Policy. Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard PII you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time.

In using Pronto, you grant to Payfare and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to: (A) copy, display, upload, perform, distribute, store, modify, and otherwise use your Information in connection with the operation of Pronto Services; and (B) use your Information in aggregated and/or anonymized format in connection with (i) the promotion, advertising, or marketing of Pronto or (ii) other services we provide to our customers and business partners. You represent and warrant that you have the rights to upload, input, or submit Data that is required for you to access Pronto and Pronto Services and to grant the foregoing license.

7. CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider. You have the ability to update your contact information and manage your communication preferences at any time in the App.

8. CONSENT TO RECEIVING TEXT MESSAGES AND OTHER COMMUNICATIONS

You will need to register your mobile device before we are able to send you text messages for the Pronto Services that use text messaging.

By registering your cellular phone number for text-based services, you expressly consent to receiving text messages related to any of the Pronto Services that use such functionality. Message and data rates may apply and you are responsible for any such charges.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

With respect to your use of Pronto and Pronto Services, you represent, warrant and covenant to us that:

- a) you are at least the legal age of majority in the province or territory in which you reside and you are legally able to provide employment services to your Employer;
- b) you are a Canadian resident, but you are not a resident of the province of Quebec;
- c) you have the right, power, and ability to enter into and perform under this Agreement;

- d) this Agreement has been duly and validly delivered to you and agree the Terms create a legal, valid, and binding obligation, enforceable against you in accordance with its terms;
- e) there are no claims, actions, suits, audits, inquiries, proceedings, or governmental investigations pending or threatened involving you or the transactions contemplated with your use of Pronto, that if adversely determined, would have an adverse effect on your earnings or your retention of such earnings from your Employer;
- f) you hold all legal right, title, and interest to and in the Unpaid Earnings, free and clear of any liens, encumbrances, judgments, or garnishments; and you have not sold, pledged, assigned, or encumbered the Unpaid Earnings to any third party;
- g) any information you provide in connection with the Pronto Services, including your name, accurately and truthfully represents your personal identity and will be kept up to date if it changes;
- h) you will comply with all applicable federal, provincial, territorial and local laws, rules, and regulations applicable to you in connection with this Agreement;
- i) you will not assign or transfer your access to the App or otherwise allow other individuals to use Pronto Services that are made available to you, including using another person's login to access the Pronto Services;
- j) you will not use the Pronto Services, directly or indirectly, in a fraudulent way or in a way to game the services provided therein, nor for any fraudulent, illegal, or harmful undertaking, or in any manner to cause nuisance, annoyance or inconvenience;
- k) you will not use the Pronto Services with an incompatible or unauthorized device;
- l) you will not copy, or distribute the Pronto Services or other content of Payfare without prior written permission from Payfare;
- m) you will not use Pronto Services in a manner or take any action, that causes, or may cause, damage to them or impair its performance, availability or accessibility;
- n) you will not use Pronto Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- o) you will not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Pronto Services without our express written consent;
- p) you will not access or otherwise interact with Pronto Services using an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Pronto Services;
- q) you will not reverse engineer the Pronto Services, or modify or make derivative works based upon the Pronto Services, copy any ideas, features, functions or graphics of the Pronto Services, create Internet "links" to the Pronto Services, or "frame" or "mirror" the Pronto Services on any other server or wireless or internet-based device;
- r) you will comply with your obligations under this Agreement; and
- s) you acknowledge and agree that, to the fullest extent permitted by the applicable law, you assume the complete and total risk arising out of your use of the Pronto Services.

With respect to your use of Pronto and Pronto Services, Payfare represents, warrants and covenants that Payouts are made to you on a nonrecourse basis, and therefore Payfare:



- a) has no legal or contractual claim or remedy against you based on its inability to receive the Repayment in full;
- b) will not perform any credit checks on you;
- c) will not report your repayment history to any credit bureau; and
- d) will not engage with any third-party debt collection services or otherwise sell any Payout amount that was advanced as debt to a third party.

10. CHANGES TO THE SERVICES:

We may discontinue, add or change Pronto, the App or the Pronto Services or any function or feature, including new features at any time with or without notice except where prohibited by law. You agree that Payfare shall not be liable to you or any third party for any changes or discontinuance of any aspect of Pronto, the App or the Pronto Services.

You acknowledge that we reserve the right to restrict or revoke your access to or use of our Pronto Services at any time and for any reason at our sole discretion. You agree that we have no responsibility or liability for the deletion, corruption or failure to store any content maintained or transmitted on or by the Pronto Services.

11. EXTERNAL LINKS

The Pronto Services may contain links to third party websites or resources. The inclusion of any website or resource link does not imply an approval, endorsement, or recommendation by Payfare. Such third-party websites and resources are not governed by these Terms. You access any such website or resource at your own risk. We expressly disclaim any liability for such websites and resources. When you use a link to go from the Pronto Services to a third party website or resource, our Privacy Policy is no longer in effect. Your browsing and interaction on a third party website or resource, including those that have a link in the Pronto Services is subject to that website's or resource's own terms, rules and policies.

12. OWNERSHIP AND INTELLECTUAL PROPERTY

- a) **You Gain No Ownership:** No intellectual property ownership rights transfer from us to you as a result of these Terms, your use of Pronto, the App or the Pronto Services. The content of Pronto, the App and Pronto Services is protected by applicable copyright, trademarks, database and other intellectual property rights. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of our materials or content without our prior written permission.
- b) **Use of Your Feedback:** You agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of the Pronto Services, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Payfare in any way.

13. PAYFARE WARRANTY DISCLAIMERS

You acknowledge and agree to the warranty disclaimers, which shall apply to the fullest extent permitted by Applicable law.

Unless set out in this Agreement, and to the fullest extent permitted by applicable law, the Pronto Services are provided "as is" without representation or warranty, whether expressed or implied. Without limiting the foregoing, to the extent permitted by applicable law, Payfare specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.



Payfare does not warrant or guarantee that the Pronto Services are accurate, reliable or correct; that the Pronto Services will meet your requirements; that the Pronto Services will be available at any particular time or location, uninterrupted, error-free, without defect or secure; that any defects or errors will be corrected; or that the Pronto Services are free of viruses or other harmful components.

14. LIMITATIONS OF LIABILITY

You acknowledge and agree to the following limitations of liability, which shall apply to the fullest extent permitted by Applicable law.

Payfare's total liability under these Terms shall be limited to the greater of (i) the total amount of the monies, if any, paid to Payfare during the three-month period immediately preceding the event giving rise to the claim for liability as a result of the specific Pronto Services provided to you, or (ii) \$500. In no event shall Payfare be liable for any incidental, consequential, indirect, special, or punitive damages (including, but not limited to lost profits, business opportunity, relationships with relatives, friends, or other affiliates of you, business interruption or any other loss, pecuniary or otherwise, and including any such alleged to result from Payfare's performance of its obligations under these Terms). In no event shall Payfare be liable to you if you have shared or provided access to your Account with someone else, or its password, or the invitation email to create an Account from a particular Employer.

Neither you nor Payfare shall have any liability for failure to abide by these Terms, or in connection with the provision of Pronto Services where such failure is due to force majeure events. For purposes of these Terms, force majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of either you or Payfare, including acts of God, fires, floods, pandemics, endemics, explosions, riots, wars, hurricane, sabotage, terrorism, cyberattacks, payment or internet network disruptions, utility services disruptions, nonperformance of our vendors or suppliers, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes and other like events which the party has no reasonable control over.

UNDER NO CIRCUMSTANCES WILL PAYFARE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PRONTO SERVICES OR THE INFORMATION CONTAINED THEREIN.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PAYFARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

You acknowledge and agree that the limited warranty, limited remedies and limitations on liability set forth in this Agreement are reasonable and constitute a fundamental part of the basis of Payfare's bargain hereunder, without which Payfare would not enter into this Agreement, provide the Services or make the Program available.

15. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Payfare and our employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from your breach of these Terms and any non-Payout related dispute you may have with an Employer. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable legal fees and costs, awarded against or otherwise incurred by us in connection with or arising from any such claim, suit, action, or proceeding. Payfare reserves the right, in its sole discretion, to assume the exclusive defence and control of any claims, provided that such assumption shall not relieve you of the financial responsibility to pay for such indemnification. You agree to reasonably cooperate as requested by Payfare in the defense of any claims.



16. JURISDICTION LIMITATIONS

As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event, the liability will be limited as far as legally possible under Applicable law.

17. TERM AND TERMINATION

- a) **Term.** The term of this Agreement will begin when you register your Pronto Account through the App and will end when terminated by you or by Payfare, as described in this Agreement. You may terminate this Agreement at any time by providing notice to Payfare and immediately ceasing your use of Pronto. However, if you commence using Pronto again, you are consenting to this Agreement.
- b) **Termination by Payfare.** We reserve the right to cease providing Pronto Services or suspend or restrict your access to Pronto Services at any time. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person. We are not liable to you or any other party for any termination of your access to the Pronto Services.
- c) **Termination by You.** You may terminate use of the Pronto Services at any time. You are under no obligation to use the Pronto Services, and may simply choose to stop using Pronto, the App and the Pronto Services at any time.
- d) **Survival of Obligations:** Termination will not modify, change or void any payment or other obligations you may have incurred.

18. Electronic Consent

- a) **Consent to Electronic Disclosures and Notices.** By registering for a Pronto Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Payfare (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.
- b) **Electronic Delivery.** You agree that Payfare can provide Notices regarding the Pronto Services to you through our website or through the App, or by mailing Notices to the email you use to register for your Pronto Account. Notices may include notifications about your Paid Portal 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 or emailed to you.

19. INTERNATIONAL USE

We make no representation that the Pronto Services are appropriate or available for use in locations outside Canada. If you choose to access the Pronto Services from a location outside of Canada, you do so on your own initiative and you are responsible for compliance with local laws.

20. GENERAL PROVISIONS

- a) **Entire Agreement.** These Terms incorporate by reference our Privacy Policy, which collectively with these Terms, contain the entire understanding between the Parties as it relates to the Pronto Services and supersede all prior related representations, agreements, statements and understandings, either verbal or in writing. These Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws.

- b) **Governing Law and Venue.** You agree that the laws of Ontario, Canada govern this Agreement and its subject matter, without regard to its conflict of laws rules. Both parties irrevocably agree that any disputes or claims arising out of or in connection with this Agreement will be heard and settled exclusively by the courts in the Province of Ontario.
- c) **Remedies.** You acknowledge that we are entitled to seek an injunction, if necessary, to stop or prevent a breach by you of your obligations under this Agreement.
- d) **Assignment.** You may not assign your rights or obligations under this Agreement to any party, and any attempt to do so will be void and without effect. We are free to assign this Agreement.
- e) **Amendment.** You may not amend or waive any provision of this Agreement unless in writing and signed by both Parties. We may change, suspend, or discontinue the Pronto Services, or any part of them, at any time without notice. We may also amend any provision of this Agreement at our sole discretion, by posting the revised terms within the Pronto. You agree that your continued use of the Pronto Services after the effective date of the revised Agreement constitutes your acceptance of the terms.
- f) **Titles and Headings.** Titles and headings are inserted in this Agreement as references and must not be used to interpret this Agreement.
- g) **Currency.** Unless otherwise noted, all references to “dollars” or “\$” in this Agreement and within the App are to Canadian dollars.
- h) **Waiver.** Our failure to exercise or enforce any right or provision of this Agreement is not a waiver of such right or provision.
- i) **Severability.** If any provision of this Agreement (including any policies incorporated herein by reference) is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- j) **Subcontracting and Outsourcing.** We will solely determine how to operate our systems and provide the Pronto Services. We may subcontract or outsource any function of the Pronto Services.
- k) **Law Enforcement.** You authorize us to provide any information or comply with any request in relation to you or your account that is requested by any government, court or law enforcement agency. We are not obliged to verify or validate the identity or authority of any such government, court or law enforcement agency if it appears to us, acting in good faith, to be legitimate.
- l) **Third Party Beneficiaries.** This Agreement is not intended to give rights to anyone except you and us.
- m) **English Language Controls.** The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. If there is any conflict between the English language text of this Agreement of Use and any translation into another language, the English language text shall prevail.