

ARZ Terms of Service

These Terms of Service (“Terms”) apply to the executable code version of the Bitcoin Transaction Coordinator (BTC4ERP) (sometimes referred to as the “Software” below). The term “Services” means ARZ’s BTC4ERP and any other products, software, services and web sites, and excluding any services provided to you by ARZ under a separate written agreement. The term “You” refers to the entity that has accepted these Terms, as well as its officers, employees, and other authorized users of the Services.

1. Your relationship with ARZ

1.1 Your use of ARZ’s BTC4ERP and any other products, software, services and web sites (referred to collectively as the “Services” in this document and excluding any services provided to you by ARZ under a separate written agreement) is subject to the terms of a legal agreement between you and ARZ. “ARZ” means ARZ Transaction Services, LLC, a Delaware limited liability company, whose principal place of business is at 269 South Beverly Drive, Suite 180, Beverly Hills, CA 90212, United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with ARZ, your agreement with ARZ will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Universal Terms”. To the extent BTC4ERP uses open source software, the open source software licenses for BTC4ERP source code constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Universal Terms, the open source licenses govern your agreement with ARZ for the use of BTC4ERP or specific included components of BTC4ERP.

1.3 Your agreement with ARZ will also include the terms set forth below in the BTC4ERP Additional Terms of Service and terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and ARZ in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by ARZ in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that ARZ will treat your use of the Services as acceptance of the Terms from that point onwards.

3. Language of the Terms

3.1 Where ARZ has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with ARZ.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by ARZ

4.1 ARZ has subsidiaries and affiliated legal entities (“Subsidiaries and Affiliates”). Sometimes, these companies will be providing the Services to you on behalf of ARZ itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 ARZ is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which ARZ provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that ARZ may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at ARZ’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform ARZ when you stop using the Services.

4.4 You acknowledge and agree that if ARZ disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

5. Use of the Services by You; Specific Obligations

5.1 **Use of Services.** You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.2 **No Disruption.** You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.3 **No Reproduction.** Unless you have been specifically permitted to do so in a separate agreement with ARZ, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.4 **Compliance with Laws.** Use of the Services is subject to the laws and regulations of the United States regarding the prevention of terrorist financing and anti-money laundering. You agree and acknowledge that your use of the Services does and will comport with such laws and regulations, including, without limitation, the sanctions programs administered by the Office of Foreign Assets Control of the United States Department of the Treasury. You will not use the Services to violate or circumvent any laws or regulations, including without limitation the US Bank Secrecy Act and the regulations promulgated by the FinCEN, the USA PATRIOT Act of 2001 and any federal or state laws in the nature of anti-money laundering laws of the US or other applicable country; nor will you use the Services to transfer money or other value to, or transact business with, any person or entity named on the OFAC list of Specially Designated Nationals or Blocked Countries, as in effect at the time of the transfer.

5.5 Customer Verification. You are solely responsible for obtaining any information required of those who purchase your goods or services. For instance, if applicable law prohibits a sale to persons under the age of 18 years, you must ensure that a purchaser is at least 18 years of age. Similarly, if applicable law requires that a purchaser's identity be verified, you must verify the purchaser's identity. You are specifically responsible to determine if any person to whom you transfer money is a person or entity named on the OFAC list of Specially Designated Nationals or Blocked Countries, as in effect at the time of the transfer. We will not be responsible for your failure to adequately verify your purchasers' identities or qualifications.

5.6 Invoices and Records; Government Registration. You must keep all records needed for fulfilling the delivery of the goods and services to the purchaser and providing any post-transaction support to the purchaser. If the sale of the item requires any government registration of the sale, you are responsible for such registration.

5.7 Inspection. We may ask for permission to inspect your business location, in connection with your use of the Services or specific transactions. If you refuse our request, we may suspend or terminate your ARZ account.

5.8 NetSuite Compliance. You will not use the Services in any manner that violates any policies or restrictions imposed on you by NetSuite.

5.9 Taxes. You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our Software and Services (Taxes). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

5.10 Sole Responsibility. You agree that you are solely responsible for (and that ARZ has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which ARZ may suffer) of any such breach.

5.11 Representations and Warranties. Your use of the Services is subject to several important restrictions. Specifically, you represent and warrant to us that:

(a) Your use of the Services will not contravene any applicable international, federal, state or local law or regulation, including applicable tax laws and regulations, and that your use of the Services will not violate the laws of the United States of America.

(b) Your use of the Services will not relate to sales of (i) narcotics, research chemicals or any controlled substances, (ii) cash or cash equivalents, including derivatives, (iii) items that infringe or violate any copyright or trademark, (iv) ammunition, firearms, explosives, weapons or knives regulated under applicable law, or (v) any services which compete with the Services.

(c) Your use of the Services will not relate to transactions that (i) show the personal information of third parties in violation of applicable law, (ii) support pyramid or Ponzi schemes, matrix programs or other "get rich quick" schemes, (iii) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iv) are associated with Money Service Business activities, as defined by the Financial Crimes Enforcement Network of the United States Department of the Treasury, or (v) provide credit repair or debt settlement services.

(d) Your use of the Services will not involve gambling or any other activity with an entry fee and a prize, including, without limitation casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, unless you have obtained our prior approval and you and your customers are located exclusively in jurisdictions where such activities are permitted by law.

(f) The individual accepting on behalf of You has the authority to act on your behalf;

(g) You are duly authorized to do business in the country or countries where you operate, and that your employees, officers, representatives, and other agents accessing the Service are duly authorized to access BTC4ERP and to legally bind you to these Terms.

6. Privacy and your personal information

6.1 For information about ARZ's data protection practices, please read ARZ's privacy policy ("Privacy Policy"), which can be found at <http://www.btc4erp.com/privacy-polcy>. This policy explains how ARZ treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with ARZ's Privacy Policy.

6.3 If we reasonably suspect that your ARZ account has been used for an illegal purpose, you authorize us to share information about you, your ARZ account, and your account activity with law enforcement.

7. Content in the Services

7.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

7.2 ARZ reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

7.3 You agree that you are solely responsible for (and that ARZ has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which ARZ may suffer) by doing so.

8. Proprietary rights

8.1 You acknowledge and agree that ARZ (or ARZ's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist), and that you have no license to use the Software except as specifically provided in these Terms.

8.2 Unless you have agreed otherwise in writing with ARZ, nothing in the Terms gives you a right to use any of ARZ's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

8.3 ARZ acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist), except for the limited use rights provided in Section 10 below. Unless you have agreed otherwise in writing with ARZ, you agree that you are responsible for protecting and enforcing those rights and that ARZ has no obligation to do so on your behalf.

8.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

8.5 Unless you have been expressly authorized to do so in writing by ARZ, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

9. License from ARZ

9.1 ARZ gives you a revocable, worldwide, royalty-free, non-assignable and non-exclusive license to use the aspects of BTC4ERP that are referred to as “Production” aspects on ARZ’s website. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ARZ, in the manner permitted by the Terms. Subject to the Terms, ARZ grants you a non-exclusive, non-transferable license to reproduce, distribute, install, and use BTC4ERP solely on machines intended for use by your employees, officers, representatives, and agents in connection with your business entity, and provided that their use of BTC4ERP will be subject to the Terms.

9.2 Subject to section 1.2, you may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by ARZ, in writing.

9.3 Subject to section 1.2, unless ARZ has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

9.4 No license is given by these Terms to use the Bitcoin Payment Processor, or any element of the Software that is referred to as “Test” or similar terms on ARZ’s website. Any license to the Bitcoin Payment Processor or element that is referred to as “Test” is by separate agreement with ARZ only.

10. Content license from you

10.1 You retain copyright and any other rights you already hold in Content that you submit, post or display on or through, the Services. You grant ARZ a worldwide, royalty-free license to collect and share your information and transaction data in accordance with these Terms and the Privacy Policy.

10.2 You grant ARZ a revocable, worldwide, non-exclusive, royalty-free license to use your logo on ARZ’s website.

10.3 You grant ARZ a revocable, worldwide, non-exclusive, royalty-free license to use information about you that ARZ rightfully collects in accordance with ARZ’s Privacy Policy.

11. Software updates and Support

11.1 The Software which you use may automatically download and install updates from time to time from ARZ. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit ARZ to deliver these to you) as part of your use of the Services.

11.2 From time to time, you may request ARZ to provide diagnostic services and support. You grant ARZ Administrator rights to access your computer system for the sole purpose, and only to the extent necessary, to provide such of those services as you may request.

12. Ending your relationship with ARZ

12.1 The Terms will continue to apply until terminated by either you or ARZ as set out below.

12.2 ARZ may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) ARZ is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom ARZ offered the Services to you has terminated its relationship with ARZ or ceased to offer the Services to you; or

(D) ARZ is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Services to you by ARZ is, in ARZ's opinion, no longer commercially viable; or

(F) at ARZ's discretion.

12.3 Nothing in this Section shall affect ARZ's rights regarding provision of Services under Section 4 of the Terms.

12.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and ARZ have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 18.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

13. EXCLUSION OF WARRANTIES

13.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT ARZ'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

13.3 IN PARTICULAR, ARZ, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

13.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

13.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ARZ OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13.6 ARZ FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY

14.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ARZ, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH ARZ MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(IV) YOUR FAILURE TO PROVIDE ARZ WITH ACCURATE ACCOUNT INFORMATION;

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

14.2 THE LIMITATIONS ON ARZ'S LIABILITY TO YOU IN PARAGRAPH 14.1 ABOVE SHALL APPLY WHETHER OR NOT ARZ HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

15. Copyright and trade mark policies

15.1 It is ARZ's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

16. Other content and Services

16.1 The Services may include hyperlinks to other web sites or content or resources. ARZ may have no control over any web sites or resources which are provided by companies or persons other than ARZ.

16.2 You acknowledge and agree that ARZ is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3 You acknowledge and agree that ARZ is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

17. Changes to the Terms

17.1 ARZ may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, ARZ will make a new copy of the Universal Terms available at (none referenced at this time) and any new Additional Terms will be made available to you from within, or through, the affected Services.

17.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, ARZ will treat your use as acceptance of the updated Universal Terms or Additional Terms.

18. General legal terms

18.1 Sometimes when you use the Services, you may (as a result of, or in connection with your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

18.2 The Terms constitute the whole legal agreement between you and ARZ and govern your use of the Services (but excluding any services which ARZ may provide to you under a separate written agreement), and completely replace any prior agreements between you and ARZ in relation to the Services.

18.3 You agree that ARZ may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

18.4 You agree that if ARZ does not exercise or enforce any legal right or remedy which is contained in the Terms (or which ARZ has the benefit of under any applicable law), this will not be taken to be a formal waiver of ARZ's rights and that those rights or remedies will still be available to ARZ.

18.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.6 You acknowledge and agree that ARZ and its Affiliates and Subsidiaries shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

18.7 The Terms, and your relationship with ARZ under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and ARZ agree to submit to the exclusive jurisdiction of the courts located within the county of Los Angeles, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that ARZ shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

18.8 You may not assign or transfer these Terms, or any rights granted by these Terms, to any third party. You agree and acknowledge that ARZ may assign or transfer these Terms and rights granted hereby.

19. Additional Terms for Extensions for BTC4ERP

19.1 From time to time, BTC4ERP may check with remote servers (hosted by ARZ or by third parties) for available updates to extensions, including but not limited to bug fixes or enhanced functionality. You agree that such updates will be automatically requested, downloaded, and installed without further notice to you.

19.2 From time to time, ARZ may discover an extension that violates ARZ developer terms or other legal agreements, laws, regulations or policies. BTC4ERP will periodically download a list of such extensions from ARZ's servers. You agree that ARZ may remotely disable or remove any such extension from user systems in its sole discretion.

August 14, 2014