

## **TWO-WAY STRONG SOFTWARE PRODUCTS**

### **GENERAL TERMS OF USE AGREEMENT**

The Two-way Strong General Terms of Use Agreement (“General Terms”) is an agreement between Operation and Agriculture Supply Information System, LLC (the “software producer”) and you (the “end user”). Please read and understand the terms and conditions for the use of the Two-way Strong Web application (“Web software product”), the Two-way Strong User Authenticator (“Authenticator software product”), the Two-way Strong Budget Manager (“Manager software product”), and the Two-way Strong User Account (“User Account”). All of the software products where applicable are referred to as “software products”. This General Terms applies to the software products, the User Account, and all related electronic files, which the end user receives either from an Internet download, on physical media, or another form of transmission.

Additional terms and conditions may accompany other software applications. In such cases, those terms will also apply.

**BY USING ANY ONE OR ALL OF THE SOFTWARE PRODUCTS AND THE USER ACCOUNT, THE END USER ACCEPTS THESE TERMS AND CONDITIONS.**

#### **1. INSTALLATION AND USE.**

##### **a. Installation of the Authenticator and Manager Software Products.**

The end user may install the Authenticator software product and the Manager software product on more than one computer device that meets technical specifications for operating the software products. However, any single pair of software products (the Authenticator software product and the Manager software product in combination) can only be associated with one unique User Account. The Authenticator software product and the Manager software product must not be installed on a computer device that is not authorized for use on that computer device. Any attempt to install and use the Authenticator software product and the Manager software product on an unauthorized or unsupported computer device voids the warranty and the end user bears sole responsibility. The software producer shall not be held liable for the use of the Authenticator software product and the Manager software product on an unauthorized or unsupported computer device.

##### **b. Use of the Software Products.**

The end user may use the Authenticator software product to register, re-activate, and maintain one User Account on one computer device. The end user may use the Web software product and the Manager software product to send and manage payment transactions, keep track of financial amounts, and review and respond to notifications. A single user may use the Manager software product in combination with the Authenticator software product to validate the end user’s User Account on only one computer device. A single user may use the Web software product on

several different computer devices.

**c. Installation and Use of an Internet Connection.**

The end user must have an Internet connection through which they can access the software products from their computer device. As the software producer does not provide such a connection, the end user must find an Internet Service Provider (ISP) that will provide the necessary hardware and/or software equipment to obtain access to the Internet. Any provision of an Internet connection is in agreement between the end user and the end user's ISP (a third party).

**d. Installation and Use of a Web Browser Software Application.**

The end user does not have to install a Web browser software product such as Microsoft Internet Explorer, Apple Safari, or Mozilla Firefox, if it is already installed to use the Two-way Strong Web software product. The end user's computer should have such Web browser application installed and ready for use. By using a Web browser application, which is a third party software application, the end user accepts the End User License Agreement that comes with that software application.

**e. Use of Third Party Software Applications.**

The end user may use the software products with third party software applications such as Microsoft Word and Adobe Acrobat PDF. Web browser software as previously mentioned is included as a third party software application. The end user accepts all respective End User License Agreements that come with third party software applications. The end user must indemnify, defend, and hold harmless the software producer from any claims, including attorneys' fees, related to the use of third party software applications.

**2. ADDITIONAL REQUIREMENTS.**

**a. Non-Transferable Rights and Distribution.**

The end user shall not transfer the rights of the software products, distribute the software products, or resell the software products to any other person or organization without the expressed authorization of the software producer.

**b. Use Restrictions.**

In any event, the end user shall not:

- Alter any copyright, trademark, or patent notice in the software products;
- Use the Two-way Strong name and logo, the software products names, and the software producer's name in any manner that suggests endorsement or promotion of the end user's activities or

operations;

- Use the software products in a manner that are malicious, deceptive, or unlawful;
- Use the software products to create, incite, or cause harm or damage to other computers, users, organizations, or countries; or,
- Disclose or distribute the software products' source code or data model, regardless of whether it was revealed accidentally or intentionally.

### **3. SCOPE OF USE.**

The software products are licensed, not sold. This General Terms only grants the end user some rights to use the software products. The software producer reserves all other rights. Unless applicable law grants the end user more rights despite this limitation, the end user may use the software products only as expressly permitted in this General Terms. In doing so, the end user must comply with any technical limitations in the software products that only allow the end user to use the software products in certain ways. The end user shall not attempt to fix or change any technical limitations in the software products. The end user also shall not:

- Reverse engineer, decompile, or disassemble the software products;
- Publish the software products for others to copy;
- Rent, lease, or lend the software products; or,
- Transfer the software products or this General Terms to any third party.

### **4. REGISTRATION OF THE USER ACCOUNT.**

#### **a. One User Account per Person.**

The end user must register only one User Account that they will maintain for their own use and for the entire time of using the software products. Under no circumstances shall the end user register and maintain more than one User Account.

#### **b. Children Under the Age of 13.**

Any person under the age of 13 shall not register and maintain a User Account. No child under the age of 13 shall use the software products to send and receive a payment. No person aged 13 and over shall use the software products to send a payment to a child under the age of 13.

#### **c. Approval of a Merchant User Account.**

The end user who registers as a merchant must have their User Account approved before they can start using the software products. Technical support will contact the end user. The end user must provide copies of documentation to verify their personal identity and their business

operation. The software producer has the right to reject the end user when documentation is insufficient, inadequate, or fraudulent or had expired.

**d. Verification of a Consumer User Account.**

The end user who registers as a consumer has the option to contact technical support to verify their personal identify. Verification is not required for a consumer User Account. If they choose to verify, the end user must provide copies of documentation to verify their personal identity. The software producer has the right to reject the end user when documentation is insufficient, inadequate, or fraudulent or had expired.

**e. Duplicated or Bogus User Account.**

The software producer has the right to check the database for any User Account that appears to be a duplication of another User Account or that appears to be bogus or fraudulent. Any duplicated or bogus User Account will be suspended and the Authenticator software product will be updated automatically to invalidate the User Account. The software producer has the right to purge duplicated and bogus User Accounts from the database.

**5. TERMINATION OF THE USER ACCOUNT.**

**a. User Account Termination.**

In any event that the terms and conditions of the General Terms are violated, the software producer has the right to suspend or inactivate the end user's User Account and may do so with or without prior notice. The Authenticator software product may be updated automatically to invalidate the end user's User Account, which will make the Manager software product inaccessible to the end user. The suspension or inactivation of the end user's User Account will also block the end user from accessing and using the Web software product.

**b. User Account Reactivation.**

The software producer may reactivate a suspended or inactivated User Account and re-validate the end user's Authenticator software product. The Authenticator software product may be updated automatically to re-validate the end user's User Account. In order for any User Account to be re-validated, the end user must contact technical support to start the process of User Account reactivation.

**6. MAINTENANCE OF NET BALANCE.**

**a. Cleared Financial Summary Record.**

The general ledger of the Manager software product and the Web software product shows summaries of the end user's financial records categorized by status. The most important summary to follow is the Cleared summary record. The software products use this summary record to determine how much cash to disburse and how much cash to collect.

The end user may have a very high balance (positive or negative) shown as canceled; but since those transactions had been canceled, the total canceled amount would never be disbursed or collected. This goes the same for the total disputed amount.

**b. Positive Net Balance.**

The end user bears sole responsibility for the maintenance of any positive amount shown as a net balance in the general ledger of the Manager software product and the Web software product. The end user maintains any balance at their own risk. Under no circumstances shall the software producer be held liable for any loss or deduction to the end user's positive net balance. The end user should not maintain a Cleared net balance that exceeds more than 10,000. An amount in excess of 10,000 should be disbursed in cash and then deposited in a traditional bank account or invested in a security asset.

**c. Negative Net Balance.**

The end user bears sole responsibility for the maintenance and payment of any negative amount shown as a net balance in the general ledger of the Manager software product and the Web software product. The end user is obligated to pay any negative Cleared net balance in full. An authorized money transfer agent will check whether the end user has a positive or negative Cleared net balance and will not disburse any cash when the Cleared net balance shows a negative amount. The end user may pay the negative net balance in full in a single cash payment or in several partial cash payments spread over time. Under no circumstances shall the software producer be held liable for the payment of the end user's negative net balance.

The software producer has the right to suspend the end user's User Account when the end user has a high negative net balance along with zero deposit transactions.

**7. PAYMENT OF APPLICABLE FEES.**

**a. Payment Transaction Fee.**

When a payment is sent using the Manager software product or the Web software product, the end user who is the payer in this case is obligated to pay the payment transaction fee. When a payment is made with the Two-way Strong Merchant Register software application or is associated with a merchant sales order, the end user who is the merchant in this case is obligated to pay the payment transaction fee. The software producer will deduct the calculated fee amount from the respective end user's account, immediately upon a successful payment submission. This will be shown as a separate Collection Fee record in the end user's list of withdrawal payment transactions. The payment transaction fee is not refundable.

**b. User Authentication Fee.**

Unless another arrangement has been agreed upon, the end user is obligated to pay the user authentication fee when they use the User Authenticator software product to log in to a third party software application. The user authentication fee does not apply with sending a payment and is not added to a payment transaction fee. The software producer will calculate all the user logins and the total fee amount and bill the end user on a monthly basis. In most cases, the software producer will deduct the calculated fee amount from the end user's account once the end user has been billed. The end user may pay by another means as agreed in a separate agreement.

**c. Cash Transfer Processing Fee.**

An authorized money transfer agent, who is approved by the software producer to carry out a cash transfer, may charge a cash transfer processing fee to collect and disburse cash from and to the end user. The end user would be obligated to pay the cash transfer processing fee to the authorized money transfer agent. The software producer does not receive any cash transfer processing fee and does not negotiate any processing fee rate or amount with any authorized money transfer agent. The authorized money transfer agent uses their own judgment to set their own cash transfer processing fee.

**8. TECHNICAL SUPPORT.**

The end user may receive technical support via e-mail communication at the e-mail address, [Support@OASIS.AG](mailto:Support@OASIS.AG). For faster service, the end user can browse through issues and tips in the Help section of the software products.

**9. DOCUMENTATION.**

Documentation that is provided with the software products is copyrighted material that is owned by the author who is the software producer or a named contributor as assigned by the software producer. Any person that has authorized access to the software products may copy and use the documentation for internal, reference purposes.

**10. EXPORT RESTRICTIONS.**

The software products are subject to United States (U.S.) export laws and regulations. The end user must comply with all domestic and international export laws and regulations that apply to the software products. These laws include restrictions on destinations, end users, and end use. Countries that have economic sanctions imposed by the U.S. Government are prohibited from receiving and using the software products, unless expressly authorized by (a) written order, decree, or license from the U.S. Government or (b) legal agreement or contract made between the software producer and an agency of the U.S. Government.

**11. ENTIRE AGREEMENT.**

This General Terms, the Two-way Strong Privacy Policy, and any additional agreements accompanying other software applications represent the entire agreement. If any provision of this General Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

**12. APPLICABLE LAW.****a. United States.**

If the end user acquired the software products in the United States, Maryland state law governs the interpretation of this General Terms and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where the end user resides govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

**b. Outside the United States.**

If the end user acquired the software products in any other country, the laws of that country apply.

**13. LEGAL EFFECT.**

This General Terms describes certain legal rights. The end user may have other rights under the laws of their country. This General Terms does not change the end user's rights under the laws of their country, if the laws of their country do not permit it to do so.

**14. DISCLAIMER OF WARRANTY.**

THE SOFTWARE PRODUCTS ARE PROVIDED BY THE SOFTWARE PRODUCER "AS IS" AND ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE DISCLAIMED. THE END USER BEARS THE SOLE RESPONSIBILITY FOR AND RISK OF USING THE SOFTWARE PRODUCTS. SHOULD THE SOFTWARE PRODUCTS PROVE DEFECTIVE IN ANY RESPECT, THE END USER (NOT THE SOFTWARE PRODUCER) ASSUMES THE COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION.

**15. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL THE SOFTWARE PRODUCER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT

LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **16. TRADEMARK.**

### **a. Two-way Strong.**

Two-way Strong is a trademark of Operation and Agriculture Supply Information System, LLC.

### **b. Third Party Trademarks.**

All third party trademarks are trademarks and/or registered trademarks of their respective owners.

## **17. NOTIFICATION OF CHANGES AND ACCESS TO THE GENERAL TERMS.**

### **a. Subject to Change.**

The General Terms of Use Agreement may be revised from time to time, as directed by software revisions and/or internal organizational procedures. External events that impact business and/or industry or arise from laws, regulations, and/or legal actions may cause the General Terms of Use Agreement to be revised.

### **b. Notification of Change.**

All end users shall be notified of any change to the General Terms of Use Agreement. A notification will be sent and is viewable in the Notification section of the software products.

### **c. Access to the General Terms.**

The latest version of the General Terms of Use Agreement can be downloaded from the Web at the following address: <https://www.2waystrong.com/Pub/Doc>. This Web page and any downloadable files listed therein are publicly accessible and may be found via search engines on the Web. The end user can also download the latest version from within the Authenticator software product.

### **d. Revision Date.**

The General Terms of Use Agreement provides a revision date at the end of the document. If previous copies of the General Terms had been saved on a local computer, the end user should check the revision date to be sure that the latest copy is being read. The latest General Terms supersedes all previous versions.

General Terms of Use Agreement for the Two-way Strong Software Products

Dated: 25 May 2018