

Commerce Control Center Terms of Use Agreement

This Terms of Use Agreement (**Agreement**) is made by and between First Data Merchant Services LLC and its parent company, subsidiaries, agents, independent contractors, assignees or affiliates as applicable (**First Data, we, us or our**), and you, the merchant, your subsidiaries, agents, employees and independent contractors (**Merchant, you or your**), and governs your access and use of the Commerce Control Center.

1 Agreement Acceptance and Modification

1.1 This Agreement supplements the terms of your existing Merchant Agreement with First Data, the terms and conditions of which are expressly incorporated herein. For removal of doubt, if any inconsistency exists between this Agreement and the Merchant Agreement, on matters specifically involving the Commerce Control Center (and only on such matters), this Agreement shall govern. Defined terms or phrases not defined herein have the meanings given to them in the Merchant Agreement.

1.2 **By clicking the "ACCEPT" button below or by accessing, visiting, browsing, using or attempting to interact with or use any part of the Commerce Control Center, you agree that you have read, understand and agree to be bound by this Agreement.**

1.3 IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE ANY PART OF THE COMMERCE CONTROL CENTER.

FIRST DATA RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT ITS DISCRETION. YOUR CONTINUED USE OF THE COMMERCE CONTROL CENTER CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES TO THIS AGREEMENT. YOU SHOULD REVIEW THE AGREEMENT PERIODICALLY TO DETERMINE IF ANY CHANGES HAVE BEEN MADE. THE MOST CURRENT VERSION OF THE AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE ACCESSED VIA THE FOLLOWING LINK: [TERMS AND CONDITIONS](#).

You are hereby put on notice that you are obligated to periodically review this Agreement to make yourself aware of any changes hereto and any continued use of the Commerce Control Center shall constitute your acceptance thereof.

2 Account Creation

2.1 We will issue a user ID and corresponding password (together being a **Login**) for your use of the Commerce Control Center. At your specific direction we will issue additional Logins (within reason) to those authorized by you, to access your account (collectively **Users**). Users should not share Logins. Logins must be kept secure, and you agree to notify us immediately upon becoming aware that a Login may be lost or stolen or becoming aware or suspecting that a Login has been used without your authority. You also agree to ensure that all

Users exit from the account at the end of each session. Users should use particular caution when accessing the account from a public or shared computer so that others are not able to view or record your password or other personal information.

- 2.1.1 In the event you wish to remove a User's access to your account, please provide us timely notification such that we may remove the applicable Login's access privileges.
- 2.2 You are solely responsible for:
 - 2.2.1 The accuracy of information and data that you provide to through the Commerce Control Center.
 - 2.2.2 Verifying all information and data loaded onto your account by us, or our service providers at your request, is accurate.
 - 2.2.3 Configuring and updating your account information and automated processes to ensure you receive Commerce Control Center email communications and other notifications, including, but not limited to, scheduled reports.
- 2.3 If any information you provide is untrue, inaccurate, not current, or incomplete, First Data may immediately, without notice, terminate your account and refuse you current or future use of the Commerce Control Center.
- 2.4 We may process any instructions submitted using your Login and such instructions are effective even if you did not transmit or authorize them. You agree to maintain appropriate security procedures to prevent intentional or negligent misuse. You agree to promptly review all paper and electronic statements, notices, and transaction information we provide and to report all unauthorized transactions and errors immediately. We may deny you access to or use of the Commerce Control Center in the event of any actual or suspected misuse of your Login.
- 2.5 You are specifically prohibited from providing Login information or any access to the Commerce Control Center to any parties whose intention is to "scrape" or copy the Commerce Control Center, any part thereof, or any data contained therein, for the purpose of creating a separate product or service.
- 2.6 You will not use the Services in a manner that violates First Data's Acceptable Use Policy available at [Acceptable Use Policy | Fiserv](#) ("**AUP**"), which forms a part of this Agreement.

3 Term, Termination and Account Closure

- 3.1 The term of your agreement to use the Commerce Control Center begins on the date you accept this Agreement and continues until terminated pursuant to this Section 3 (the **Term**).

- 3.2 If you fail to adhere to the terms and conditions of this Agreement (including the Merchant Agreement which is specifically incorporated herein), First Data may immediately suspend and/or terminate your use and access of the Commerce Control Center.
- 3.3 We may remove your access to the Commerce Control Center if you do not use it, or it remains inactive for 18 months. If we remove your access due to inactivity, we will send you notice that your account is closed, and you may re-register for access through the same process with which initial access was granted.
- 3.4 We may delete, purge, or otherwise dispose of any data stored in the Commerce Control Center which is over 180 days old. Additionally, only a limited amount of data or information may be available online. You are advised to back up your data periodically. We are not responsible for the deletion or disposal of your data or information from the Commerce Control Center.
- 3.5 First Data may terminate the Commerce Control Center, or the services provided thereunder at any time for any reason.

4 License Grant, Ownership and Personal Use

- 4.1 First Data grants you a limited, revocable, nonexclusive, nontransferable license to use the Commerce Control Center solely for your use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to reverse engineer or break into the Commerce Control Center, or use materials, products or services in violation of any law.
- 4.2 You may copy or download copyrighted materials on the Commerce Control Center for your personal use as permitted by this Agreement.
- 4.3 If your account is closed or your access to or use of the Commerce Control Center is otherwise terminated, your license to use the Commerce Control Center ends immediately.

5 Standard Reporting Services

- 5.1 Once you have accepted this Agreement, First Data will provide you with access to the Standard Reporting Services (the **Services**) within the Commerce Control Center. The Services include a number of features, including the ability to view and manage your payment processing streams, generate certain reports and an interface where you can view and manage payment card disputes. Enhanced reporting and functionalities within the Commerce Control Center, in addition to those provided by the Services, are available for a fee and additional terms and conditions.

- 5.2 You understand and agree that: (i) the Services, features and functionality of the Commerce Control Center are subject to change without notice; and (ii) any information obtained from the Commerce Control Center may not accurately detect, predict, or forecast profitability, losses, or fraud.

6 Fees

- 6.1 At this time, there are no charges or fees imposed for your use of the Services. However, we may update or modify the Commerce Control Center and the Services from time to time, which may include the introduction of fees. You shall be provided prior notice, if at any point First Data introduces fees for the services contemplated under this Agreement.

7 System Availability, Maintenance and Updates

- 7.1 First Data shall be entitled from time to time to perform maintenance on the Commerce Control Center, which may impact system availability resulting in service interruptions, delays, or errors. The parties agree that First Data shall not be liable for any such interruptions, delays or errors. You agree that from time to time we may contact you in order to assist you with your use of the Commerce Control Center and obtain information needed to identify and address necessary maintenance.

8 Third Party Services

- 8.1 Subject to the terms and conditions of this Agreement, you may use the Commerce Control Center with other services, products, promotions, or applications that a third party provides to you (**Third-Party Services**). You will be solely responsible for reviewing, understanding, and complying with all terms and conditions associated with the Third-Party Services and you use them at your own risk. First Data is not responsible for any third party's actions or failures to act, and expressly disclaims any liability related to any Third-Party Services.
- 8.2 You shall ensure that any third party that provides you services related to your use of the Commerce Control Center and with which you share information, maintains an equal or greater level of security and privacy protection to that required by you under this Agreement and applicable law.

9 Technical Support

- 9.1 We will provide certain technical support and services to you, including production and distribution of user documentation which describes the Commerce Control Center and telephone customer support services. To contact us, please log in to your account, or access the "Contact Us" link at www.commercecontrol.com.

10 Intellectual Property

- 10.1 You acknowledge and agree that all right, title and interest in the Commerce Control Center, including technology and trade secrets embodied therein and all copyrights, patents, trade secrets, trade dress and other proprietary rights and any derivative works thereof, belong solely and exclusively to First Data. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Commerce Control Center in whole or in part. All content and materials included, created, or provided as part of the Commerce Control Center, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music sounds and other materials are the property of First Data which are protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. In furtherance of the foregoing, as between First Data and you, First Data reserves its rights in and to all Output (as defined below). Except as expressly authorized by First Data, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Commerce Control Center or related technology, content, or materials in whole or in part. You may download copyrighted material solely for your own use as contemplated under this Agreement.

11 Feedback

- 11.1 If you give us any suggestions, feedback, proposals, reports, complaints, error data, or ideas, including without limitation, ideas for products, improvements, or promotions (**Feedback**) in any form, that Feedback is the exclusive property of First Data. We may use the Feedback for any reason without notifying or compensating you and you agree to execute an assignment of rights to First Data if we determine it necessary.

12 Data

- 12.1 Subject to card network rules and applicable law, you consent to and grant the right to the Receiving Parties to retain, use, and combine Data for Permitted Purposes including after termination of the Agreement.
- 12.1.1 The **Receiving Parties** are: Bank, First Data, our affiliates, our service providers, and other third parties.
- 12.1.2 **Data** means information about you, your business, your owners, your management, your merchant account and MIDs (merchant Identification numbers), your customers (including device data, consumer data, and personally identifiable information), their transactions (including transaction data), the Services, information related to or made available in connection with the Services (including personally identifiable information), financial information covered by this Agreement, and information related to

activities on your network and merchant systems, including network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horse information, and information from any applicable telecommunications provider.

12.1.3 The **Permitted Purposes** are retaining, using, combining, disclosing, or sharing Data within and outside of the United States: (a) to provide, develop, improve, modify, or offer the Services or other services for you, other clients, Group Leader, or other Persons, (b) for analytics and reporting for you, other clients, Group Leader, or other Persons, (c) for fraud prevention, and (d) for any other lawful purpose.

- 12.2 You consent to and grant the right to First Data to provide the Data to the other Receiving Parties.
- 12.3 You consent to and grant the right to First Data to obtain relevant information from any applicable telecommunications provider that you utilize as necessary to investigate any allegation of fraud, suspected fraud, or other actual or alleged wrongful act by you in connection with the Services.
- 12.4 You waive any and all claims or disputes you may have against us and all related losses, liabilities, damages, and expenses arising from or related to the use of Data contemplated in Sections 12.1.1, 12.1.2, and 12.1.3, and you agree to indemnify us for any such losses, liabilities, damages, and expenses.
- 12.5 You have or will get proper rights from each consumer for your use of Data and for the use of Data contemplated in Sections 12.1.1, 12.1.2, and 12.1.3, and you will state the use of Data contemplated in Sections 12.1.1, 12.1.2, and 12.1.3 in a legally adequate manner in your privacy policy governing the use of consumer data.
- 12.6 The Services may generate automated responses (each an **Output**) in response to your interaction, chat, or query with some of the features of the Services (collectively, **Input**). You represent and warrant that: (i) First Data's use of the Input will not infringe or violate any intellectual property or other rights of any third party or cause a breach of any agreement or obligations between you and any third-party and (ii) you have all the rights and permissions required to submit Input to First Data for use in accordance with this Agreement. First Data may use and modify the Input and Output to provide, maintain, develop and improve the Services for or on behalf of you, to enforce AUP, and to comply with applicable law and regulations. First Data may develop or derive data or insights from your Input that is de-identified of any personal information to improve the Services and First Data's other products and services.

13 Security of Information

- 13.1 We have put in place appropriate security measures to prevent your data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your data to those employees, agents, contractors and other third parties who have a business need to know. Please see our Privacy Notice for further information at www.fiserv.com/privacy.

14 Disclaimer of Warranties

- 14.1 YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE COMMERCE CONTROL CENTER WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE COMMERCE CONTROL CENTER FOR ANY RECONSTRUCTION OF ANY LOST DATA.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECTION YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE COMMERCE CONTROL CENTER OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMMERCE CONTROL CENTER OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT.

YOUR USE OF THE COMMERCE CONTROL CENTER, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMMERCE CONTROL CENTER IS AT YOUR OWN RISK. THE COMMERCE CONTROL CENTER, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMMERCE CONTROL CENTER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE FIRST DATA NOR ANY PERSON ASSOCIATED WITH FIRST DATA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE COMMERCE CONTROL CENTER. WITHOUT LIMITING THE FOREGOING, NEITHER FIRST DATA NOR ANYONE ASSOCIATED WITH THE FIRST DATA REPRESENTS OR WARRANTS THAT THE COMMERCE CONTROL CENTER, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMMERCE CONTROL CENTER WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE COMMERCE CONTROL CENTER OR

ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMMERCE CONTROL CENTER WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, FIRST DATA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Further, due to the non-deterministic nature of large language models, Output may not be unique and the Services may generate the same or similar Output for you or a third party. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING, THE SERVICES MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE INPUT PROVIDED AND YOUR COMPLIANCE WITH THIS AGREEMENT, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, FIRST DATA WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM INPUT, THE OUTPUT OR THEIR USE. You will evaluate the content, nature, tone and accuracy of any Output as appropriate for the applicable use case.

15 Indemnification

- 15.1 You agree to indemnify and hold First Data, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the **Indemnified Parties**) harmless from any breach of this Agreement by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of any content or information or service accessed from the Commerce Control Center.

16 Limitation of Liability and Exclusion of Damages

- 16.1 TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL FIRST DATA, ITS PARENTS OR SUBSIDIARIES, ITS AFFILIATES, OR THEIR LICENSORS, COMMERCE CONTROL CENTER PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO,

PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH YOUR (1) USE, OR INABILITY TO USE, THE COMMERCE CONTROL CENTER, (2) ANY TERMINATION, SUSPENSION, DELAY OR DISRUPTION OF THE COMMERCE CONTROL CENTER, (3) ANY FAILURE, DISRUPTION OR MALFUNCTION OF THE COMMERCE CONTROL CENTER THROUGH WHATEVER MEANS, (IV) FAILED ATTEMPTS TO ACCESS THE COMMERCE CONTROL CENTER OR TO COMPLETE TRANSACTIONS VIA THE COMMERCE CONTROL CENTER; (V) ANY FAILURE TO TRANSMIT, OBTAIN OR COLLECT DATA OR FOR HUMAN, MACHINE OR SOFTWARE ERRORS OR FAULTY OR ERRONEOUS INPUT BY YOU; (VI) ANY DAMAGES RESULTING FROM ANY DELAYS AND/OR LOSSES ARISING IN CONNECTION WITH THE COMMERCE CONTROL CENTER PROVIDED HEREUNDER; OR (VII) ANY LOSS OF OR INABILITY TO ACCESS DATA OR INFORMATION STORED OR GENERATED BY THE COMMERCE CONTROL CENTER.

16.2 THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17 U.S. Government Restricted Rights

17.1 If you are acquiring any Commerce Control Center services on behalf of the United States Government (Government), (a) any use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement. References to contractor or manufacturer in Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 means First Data.

18 Group Membership

18.1 You may be a franchisee or other group participant (**Group Member**) pursuant to an agreement between you and the franchisor or other group leader (together with its affiliates, **Group Leader**).

18.2 If you are a Group Member, you agree that (a) from time-to-time, we and the Group Leader may agree on terms and conditions, fees, functionality, and other matters related to the Services that we provide you (collectively, **New Group Member Terms**) or the Group Leader may ask or instruct us to provide the Services in a certain manner, in connection with certain communications, as part of a certain program, or as the Group Leader otherwise specifies (**Group Leader Instructions**); (b) you authorize us to apply the New Group Member

Terms to you and follow the Group Leader Instructions; (c) we may stop applying the New Group Member Terms to you if your relationship with the Group Leader ends, if you materially breach this Agreement, or at the Group Leader's request; (d) changes to this Agreement based on the New Group Member Terms do not create any termination rights under this Agreement, (e) you grant First Data the right to send your data and information to Group Leader and to any third parties to which Group Leader or you instructs us, and (f) you waive any and all claims or disputes you may have against us and all related losses, liabilities, damages, and expenses arising from any of the foregoing.

19 General

- 19.1 **Severability:** If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.
- 19.2 **No Waiver:** The failure of First Data to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by First Data must be in writing and signed by an authorized representative of First Data.
- 19.3 **Assignment:** You may not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves you of any of your obligations under Agreement. This Agreement does not and is not intended to confer any rights or remedies upon any person other than you.
- 19.4 **Force Majeure:** Any failure or delay by First Data in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States, or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third-party failure, lockouts, labor difficulties, quarantines, health related orders, or other similar actions taken by governmental authorities, or any similar cause beyond the reasonable control of First Data.
- 19.5 **Contacting First Data:** You may contact legalpapers@fiserv.com if you have questions about this Agreement. Except as otherwise stated, all notices relating to this Agreement must be written in English and addressed to: First Data Merchant Services LLC, Attn: Legal Department, 4000 NW 120th Avenue,

MS/CON – MER, Coral Springs, FL 33065; with a copy to First Data Merchant Services LLC, Attn: General Counsel, 6855 Pacific Street, Omaha, NE 68106. Notice will be treated as given on receipt, as verified by written, automated, or electronic log.

- 19.6 **E-Sign Consent:** Your acceptance of this Agreement, permits us to send all communications, billing statements, amendments to the Agreement, notices, and other information regarding the Commerce Control Center (collectively, **Disclosures**) to you electronically. A paper copy of any Disclosures, can be printed or downloaded for your records. You agree that electronic Disclosures have the same meaning and effect as if we had provided paper disclosures to you.
- 19.7 **Service Specific Terms:** This Agreement applies to your general use of the Commerce Control Center and the Services (see Section 5). Enhanced reporting and functionalities within the Commerce Control Center, in addition to those provided by the Services, are available for a fee and additional terms and conditions.
- 19.8 **Limitation on Time to File Claims:** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE COMMERCE CONTROL CENTER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- 19.9 **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the State of New York, excluding its conflict of law provisions.
- 19.10 **Entire Agreement:** This Agreement constitutes the entire agreement between you and First Data with respect to the Commerce Control Center, it governs the terms and conditions of your use of the Commerce Control Center, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and First Data with respect to the Commerce Control Center. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Notice), guidelines, or rules that may apply when you use Commerce Control Center. First Data may revise this Agreement at any time by updating this Agreement and posting it at the following link: [TERMS AND CONDITIONS](#).

Accordingly, you should review the Agreement periodically to determine if any changes have been made. Your continued use of the Commerce Control Center after any changes have been made to the Agreement signifies and confirms your acceptance of any such changes or amendments to the Agreement.