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Data Security. Each Party is solely responsible for the security and integrity of its systems, software, equipment, and data centers that it uses in its business or in connection with the services. Each Party shall at all times be in material compliance with all applicable laws, regulations, and PCI DSS requirements relating to data security and privacy.

Force Majeure. Except as otherwise provided herein, neither Party is liable for failing to fulfill its obligations (except for a Party's payment obligations) due to acts of God, acts of war, failure of utility or communications infrastructure, or other causes beyond a Party's reasonable control. FreedomPay will not be liable for failing to fulfill its obligations if it is prohibited from doing so by any security or other measures, imposed by Licensee, restricting access to any equipment.

MISCELLANEOUS:

Security, Availability, and Privacy Statement-Overview

FreedomPay's commerce platform is designed to deliver transaction services to each Licensee. The FreedomPay infrastructure is physically located on servers in a dedicated or locked caged at one of the many data centers in the FreedomPay network. These data centers provide power, network and carrier services. FreedomPay owns, operates and is responsible for provisioning, monitoring, and managing the infrastructure, for providing support to Licensee.

Data Storage

FreedomPay's platform was designed and optimized by it specifically to host transaction services and related applications and has multiple levels of redundancy built in. The applications and services themselves run on separate hardware nodes on which the data is stored. Application data that is collected is stored on separate storage devices with encryption employed for sensitive information.

Facilities

Access to the data centers is limited to FreedomPay's authorized personnel only, as verified by identity verification measures. Physical security measures include: on-premises security guards, closed circuit video monitoring, and additional intrusion protection measures. Within the data centers, all equipment is stored securely with multiple security layers.

People and Access

FreedomPay's support team maintains an account on all systems and applications for the purposes of maintenance and support. This support team accesses hosted applications and data only for purposes of application health monitoring and performing system or application maintenance, and upon Licensee request *via* our support system. Within FreedomPay, only authorized FreedomPay employees have access to application data. Authentication is done by only accepting incoming SSH connections from FreedomPay and internal data center IP addresses. The transaction systems platform is designed to allow application data to be accessible only with appropriate credentials, such that one Licensee cannot access another Licensee's data without explicit knowledge of that other Licensee's login information. Licensee is responsible for maintaining the security of their own login information.

Third Party Assurance

FreedomPay has successfully completed a SOC 2 Type II audit and has received an "unqualified" opinion from a third party attesting that FreedomPay's controls comply with the Trust Services Principles security, availability, and privacy framework issued by the American Institute of Certified Public Accountants (AICPA), and the Canadian Institute of Chartered Accountants (CICA) . FreedomPay's SOC 2 report provides information and independent assurance about FreedomPay's controls that affect the security, availability, and the privacy of the information processed by the systems that drive FreedomPay's products. The Type 2 SOC 2 report is the most stringent SOC type and includes a detailed description of FreedomPay's system; the evaluation criteria applicable to the principle(s) being reported on; FreedomPay controls designed to meet these criteria; a written assertion by FreedomPay management regarding the description and the design and operation of the controls; and the service auditor's opinion on whether the description is fairly presented and the controls are suitability designed and operating effectively. The report also includes the service auditor's description of tests performed and results of the tests.

Service Provider Obligations

FreedomPay is responsible for the merchant cardholder data that it possesses, processes, stores, or transmits on behalf of the Licensee, and will maintain compliance with all applicable PCI DSS requirements. Licensees and its own customers/clients are still responsible for the components of PCI compliance related to their location and related systems. Further, FreedomPay transmits cardholder and other sensitive authentication data to the Licensee's credit card processing provider to process transactions through the card networks. Licensees are requested to notify us in the event that they experience issues that may affect the security, availability or privacy of the FreedomPay services they are utilizing.