

Emburse Card Terms of Service

Last Updated: July 15, 2021

These Emburse Cards Terms of Service ("Terms of Service") constitute an agreement between Emburse, LLC and Customer that governs Customer's use of the Services. "We", "Us", or "Emburse" means Emburse LLC and its Affiliates, successors, and assigns. "Customer", "you", and "your" means the company that is applying for or has opened a card program with Emburse LLC ("Card Program") to use the Services. References to the "Agreement" includes this Terms of Service, the Privacy Policy, the Data Protection Agreement, and the Service Agreements. To the extent there's a conflict between the terms of this Terms of Service and a Service Agreement, the terms of the applicable Service Agreement shall control with respect to that product or service to which it applies.

By accessing or using the Service in any way, including browsing the Site, registering for an account ("Emburse Account"), or using the Services, you are acknowledging that you have read, understand, and agree to be bound by the Agreement. If you do not agree to the terms of the Agreement, then you have no rights to use the Services or any Site content. We may update the Agreement through posting updated versions to the Site. We may also give you additional notice of any changes we believe are material. Your continued use of the Services will serve as your acceptance of any changes to the Agreement.

1. **Services.** We may make available to your Authorized Users certain financial services and products ("Services") through the Site, or by linking to other websites, either directly or indirectly through various third-party providers (each a "Third-Party Provider"). Neither we nor any Third-Party Provider guarantee the Services. There may be delays, omissions, or inaccuracies in any Service.
2. **Eligibility.** By accessing or using the Services, you represent and warrant to Emburse that: (i) each Authorized User is at least eighteen (18) years old or of legal age to form a contract; (ii) all Registration Data (as defined below) you submit is accurate, current and complete; (iii) you will maintain the accuracy and completeness of the Registration Data; and (iv) by accepting this Terms of Service on behalf of the Customer, the natural person submitting this information has the authority to bind the Customer. This Terms of Service are void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.
3. **Required Information.**
 - 3.1. In order to access and use the Services, you are required to provide all Registration Data. Registration Data may include your registered business name, business address, ownership details, contact information, including email and phone number, tax identification number, financial information, and other business information that we may require or request from time to time.
 - 3.2. You must also provide certain Personal Data, including the names, contact information, personal addresses, date of birth, and other information of Authorized Users, Beneficial Owners, and Control Persons. We may also require that you provide certain documentation information used to verify Registration Data or Personal Data, including registration certificate, proof of address, or personal identification. We may deny any application that has missing or misleading documents or information. You further agree to keep the Registration Information or Personal Data current. This information may be shared with program partners and Third-Party Providers as required to comply with applicable laws, rules, or regulations. You may be required to verify information previously provided or provide additional information in the course of applying for or receiving certain Services.
4. **Verification.** We and our Third-Party Providers rely on the accuracy of the information you provide when registering and maintaining your account. You acknowledge and agree that we may use and provide the Registration Information and Personal Data to Third-Party Providers to validate the information that you have provided and determine your eligibility for the Services, as described in the Privacy Policy. We may approve or deny your registration, or grant you provisional access to the Services, while your registration is pending review. We may deny your registration, interrupt provision of the Services to you and your Authorized Users or suspend and close your account where the information you provided is incomplete, inaccurate, or no longer current.
5. **Right to Use.** Emburse, its Affiliates, its suppliers, or licensors retain all right, title, and interest, including all intellectual property rights, in and to the following: (i) the Service and all other software, materials, formats, interfaces, information, content, proprietary information, and technology used by Emburse or provided to Customer in connection with the Service; (ii) all ideas, know-how, and techniques that may be developed, conceived, or invented by Emburse or its Affiliates during its performance under the Agreement; (iii) any and all suggestions, ideas, enhancement requests, feedback, or recommendations made by Customer in connection with any present or future Emburse product or service; and (iv) the logos, trademarks, product and service names, and content associated with the Service, Emburse or otherwise contained on the Site or in the Service (all of the foregoing being referred to herein collectively as, the "Emburse Property"). Subject to the terms of the Agreement, Emburse hereby grants to Customer a non-sublicensable, non-transferable (except as provided in the Agreement), non-exclusive right to access and use the Emburse Property.
6. **Use of the Site and Services.**
 - 6.1. The Site and the Services may only be used for bona fide and lawful purposes and only in accordance with the terms of the Agreement.

- 6.2. The Services and your account may not be: (i) used for any purpose that is unlawful or prohibited by the Agreement; (ii) used for any personal, family, or household use; (iii) used for any illegal activity or Prohibited Activity; (iv) provided to or used for any transactions involving any individual, organization, country, or jurisdiction that is blocked or sanctioned by the United States, including those identified on any lists maintained by the U.S. Treasury Department's, Office of Foreign Assets Control (OFAC) or the U.S. Department of State; or (v) used by third parties that are not Authorized Users.
- 6.3. We have the right to terminate the Services and to refuse to facilitate (or may reverse) any transfer if we believe, in our sole discretion, that you are using the Service for any Prohibited Activity, any other illegal or improper purpose or if: (i) any transfer is not in accordance with any other requirement stated in the Agreement; or (ii) for our protection or yours when we have reasonable cause not to honor a transfer.
- 6.4. You agree that neither we, nor any representative, agent, employee, or service provider associated with us or the Services will be held responsible or liable to you or any other person for such action, except as required by applicable law, rule, or regulation.
- 6.5. We may update the list of Prohibited Activities at any time, and your continued use of the Services constitutes your acknowledgment of and agreement to abide by those updated lists. You agree to pay all fines assessed against Emburse for your violation of these restrictions and requirements of this section or any use of the Services in connection with any Prohibited Activities.
7. **Restrictions.** Customer will not, and will not permit any Authorized User, without prior written consent of Emburse: (i) disassemble, decompile, reverse-engineer, copy, translate, or make derivative works of the Service; (ii) transmit or upload any content or data that is unlawful, infringes any intellectual property rights, or contains any malicious code; (iii) knowingly interfere with or disrupt the integrity or performance of the Service; (iv) harass or interfere with another customer's use and enjoyment of the Service; (v) circumvent or endanger the operation or security of the Service; (vi) use the Service for the benefit of a third-party, for timesharing or to operate a service bureau; (vii) create Internet "links" to or from the Service; (viii) remove, cover, alter, or obfuscate any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by Service or the Documentation; (ix) access the Service for purposes of: monitoring its availability, performing any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan, or any benchmarking or competitive services; or (x) otherwise use the Service in any manner that exceeds the scope of use permitted under this Agreement. We may from time to time effect reasonable modification to the Service, without Customer's prior consent, provided that any such modification does not reduce the overall level of beneficial service provided to you immediately prior to such modification. Any such modifications are in our sole discretion. However, nothing in this Terms of Service grants Customer or any Authorized User any right to receive any enhancement, upgrade, or update to the Service.
8. **Authorized Users.** You must specify at least one Administrator to manage your Emburse Account when registering for the Service. Administrators must have, and Customer represents that any individual designated as an Administrator has, the requisite organizational power and authority to conduct business and manage your Emburse Account ("Administrator"), including adding Authorized Users. In the event that an individual designated as an Administrator no longer has such requisite organizational power and authority, you must notify us promptly and designate another Administrator. Authorized Users may use the Site and the Services solely for valid, lawful and bona fide business purposes on Customer's behalf and not for any personal, family, or household purposes. Authorized Users must accept and comply with the User Terms.
9. **Customer Responsibility.**
 - 9.1. Customer is responsible and liable for any actions or failure to act on the part of Administrators, Authorized Users, and individuals using Customer credentials to access Customer's account. It is your responsibility to ensure that all transactions comply with the Agreement. If you become aware of any violations of the Agreement, you must report them immediately to Emburse at support@emburse.com. You understand, agree, and accept that if you violate or breach this Terms of Service or any of our other terms and conditions for using the Site and the Services, we may suspend or terminate your access to the Services with or without notice to you and may take legal action against you to recover any losses caused by such breach.
 - 9.2. Customer is responsible for:
 - (i) Ensuring that Authorized Users are aware of and agree to abide by the terms of this Terms of Service, the applicable Card Program terms and all applicable laws, rules, and regulations in connection with their use of the Services;
 - (ii) Obtaining appropriate consent and authorization to provide Authorized Users' personal information, and ensuring that Authorized Users are aware of and have reviewed the Privacy Policy and understand how we process their Personal Data; and
 - (iii) Ensuring that Authorized Users are aware of, accept, and comply with the User Terms.
 - 9.3. Customer is liable for any breach or violation by its Authorized Users of the Agreement.
10. **Security.**
 - 10.1. You will keep your Emburse Account secure and only provide access to individuals that you have authorized to use the Services on your behalf. You will take all reasonable steps to safeguard the privacy, confidentiality, and security of user credentials. You will closely and regularly monitor the activities of Authorized Users who access the Services, and you will use all reasonable means to protect cards, mobile devices, web browsers, and anything else used to access or utilize the Services.
 - 10.2. You will ensure that each Authorized User has their own unique set of credentials, keeps those credentials secure, does not share those credentials with any other person or third-party, and does not reuse credentials for other services.

- 10.3. You will not allow any unauthorized person to use the Services. You will immediately disable Authorized User access to the Services or limit permissions where you know or suspect your Emburse Account has been compromised or may be misused or where you know or believe an Authorized User's credentials are compromised or lost; and you will promptly notify Emburse of any unauthorized access or use of your Emburse Account or the Services.
- 10.4. Emburse will provide appropriate security for the Service, including administrative, procedural, and technical controls designed to protect the Service and comply with applicable laws, rules, or regulations. We will provide you with information regarding the security protocols for the Service upon your request. We may update the security procedures at any time, and your continued use of the Services constitutes your agreement to the updated security procedures.
- 10.5. Though we will provide security for the Service, we make no guarantee that you will not become a victim of fraud. You are solely responsible for all transactions initiated through the Services using your Emburse Account and for all authenticated transactions. You will be bound by any transaction (including any transfer, instruction, or payment order we receive related to the Services), even if it is not authorized, if the transaction is initiated under your Authorized User credentials or processed in accordance with your instructions.

11. Service Fees; Taxes.

- 11.1. We reserve the right to, assess fees for some Services, including periodic fees, usage fees, service fees, and fees applicable to certain transactions. We may also assess fees for late or failed payments, or misuse of the Services. We will disclose any fees to you when registering for the Service or through the Site. We may update, add, or change fees upon thirty (30) days notice to you.
- 11.2. You acknowledge and agree that we are not obligated to determine whether any federal, state or local tax applies to any transaction involving the use of the Services, nor are we responsible for collecting, remitting, or reporting any sales, use, income, or other taxes arising from any such transactions.

12. Content and Availability.

- 12.1. Information provided on the Site and in other communications from us is for informational purposes only. We believe such information to be reliable, but it may not always be entirely accurate, complete or current. We may change or update information from time to time without notice. You should verify all information on our website and in other communications before relying on it. You are solely responsible for all of your decisions based on information provided on the Site and in other communications, and we have no liability for such decisions.
- 12.2. Although considerable effort is expended to make the Site and other means of communications and access available at any time, we do not guarantee that the Site, the Services or other means of communication will be available uninterrupted, error-free or otherwise secure. You acknowledge operation of our Site may be interfered with by numerous factors outside of our reasonable control. You agree that we will not be responsible for temporary interruptions in service due to maintenance, Site changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our reasonable control, including, but not limited to, the failure of interconnecting and operating systems, computer viruses, forces of nature, calamities, labor disputes, and armed conflicts.
- 12.3. Information we provide on the Site and in other communications to you may contain third-party content or links to third-party sites and applications. We do not control any such third-party content, sites, or applications, and we are not responsible or liable for the availability, accuracy, completeness, or reliability of third-party content or for damages, losses, failures, or problems caused by, related to, or arising from such third-party content or the products or practices of third parties.

13. **Data and Privacy.** We process Personal Data in accordance with the Privacy Policy and Data Protection Agreement. You acknowledge, understand, and agree that we will collect, process, and share Registration Information and Personal Data to provide the Services in accordance with the Agreement.

14. Term and Termination.

- 14.1. The Agreement is effective upon registration of the Service and continues until terminated by either you or us, in accordance with the Card Program terms or as set forth in this Terms of Service.
- 14.2. You may terminate the Agreement by ceasing to use the Services, paying all amounts owed, and providing notice to us. We may decline to close your Emburse Account if you are delinquent in the payment of any fees due hereunder in respect of any Service, if any funds that we are holding on your behalf are subject to a hold, lien, or other restriction, or if we believe that the Emburse Account is being closed to evade any legal or regulatory requirement or investigation.
- 14.3. Emburse may terminate the Agreement and terminate access to your Emburse Account or the Services at any time and for any reason by providing you notice. If we believe you violated this Terms of Service or the applicable Card Program terms, or if required by one of our program partners, regulation, rule, or law, we may terminate access to your Emburse Account without prior notice.
- 14.4. You are responsible for all charges, fees, fines, and other losses caused by your action or inaction prior to termination, and for any costs we may incur in the process of closing your Emburse Account upon termination by you or us.
- 14.5. If you reapply or reopen your Emburse Account or use or attempt to use any of the Services, you are consenting to the Terms of Service in effect at that time.
- 14.6. Sections 5 (Right to Use), 7 (Restrictions), 9 (Customer Responsibility), 10 (Security), 13 (Data and Privacy), 15 (Limitation of Liability), 16 (Disclaimer of Warranties), and 19.9 (Binding Arbitration), together with the provisions of the Card Program terms that identify continuing obligations, and all other provisions of this Terms of Service or the

agreements, terms, and policies incorporated herein giving rise to continuing obligations of the parties, will survive termination of the Agreement.

15. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RULE, OR REGULATION, EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL EITHER EMBURSE OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR SITE CONTENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR ANY OTHER LOSSES OR HARM ARISING OUT OF OR IN CONNECTION WITH THIS TERMS OF SERVICE, OR ANY TERMS, AGREEMENTS OR POLICIES INCORPORATED BY REFERENCE, OR FROM THE USE OF OR INABILITY TO USE THE SERVICE OR SITE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EMBURSE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

OUR MAXIMUM LIABILITY TO YOU UNDER THE AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO EMBURSE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT IS THE BASIS OF YOUR CLAIM.

- 16. Disclaimer of Warranties.** To the fullest extent permitted by law, rule, or regulation, the Services are provided AS IS and As Available. Emburse disclaims all representations, warranties, and conditions of any kind (express, implied, statutory or otherwise, including but not limited to the warranties of merchantability and fitness for a particular purpose, title and non-infringement of proprietary rights) as to the Service, Emburse Property, and all information, products and other content (including third-party information, products and content) included in or accessible from the site. Nothing in this Terms of Service will be interpreted to create or imply any such warranty. Third-party services are not provided or controlled by Emburse. Emburse does not provide support for and disclaims all liability arising from failures or losses caused by third-party services.

Emburse disclaims all warranties and does not guarantee that: (i) the Services and data provided under this Terms of Service are accurate or error-free; (ii) the Services will meet your specific needs or requirements; (iii) the Services will be usable by Customer or its Authorized Users at any particular time or location; (iv) specific merchants will permit purchases using cards issued by an issuer; and (v) the Services will be uninterrupted, secure, or free from hacking, viruses, or malicious code.

- 17. Indemnification.** You agree to defend, indemnify, and hold harmless Emburse and its parent, affiliates, officers, directors, employees, processors, and agents (collectively, the "Indemnified Parties") from and against any loss, damage, liability, cost, or expense of any kind (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or related to any claim, proceeding, suite, or action brought by any third-party, in relation to your use of the Service in violation of the terms of the Agreement, the acts or omissions of Administrators Authorized Users or any other individual using your Card Account number, PIN, or user credentials, your actual or alleged infringement of the rights of any third-party (including, but not limited to, privacy rights), or disputes over charges between Customer and merchants. Your obligations under this paragraph shall survive termination of the Agreement.
- 18. Release.** If you have a dispute with one or more Authorized Users and/or customers, you release the Indemnified Parties from any and all claims, demands, causes of action and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you specifically waive any provision of law that limits the general release and indemnity given by you in this Terms of Service.

19. General Terms.

19.1 No Waiver. No failure by us to enforce the performance of any provision of this Terms of Service or to impose any fee or other amount allowed hereunder will constitute a waiver by us of our right to subsequently enforce such provision or any other provisions of this Terms of Service or to impose such fees or other amounts pursuant hereto.

19.2 Recourse. If you engage in any Prohibited Activities or breach this Terms of Service, we may take additional actions to protect Authorized Users, third parties, us, or yourself including, but not limited to those set forth below. You hereby understand, agree, and accept that we may implement any of the actions presented hereunder and in any part of the Agreement and release us from any claims that may arise from the implementation of such actions. Such actions include, but are not limited to:

- (i) Suspending or terminating the Services or limiting your access thereto;
- (ii) Reporting you to any government agencies; and
- (iii) Seeking a temporary restraining order or taking other legal action against you.

19.3 Telephone Activities. You understand that supervisory personnel may randomly monitor customer service telephone conversations either for training purposes or to ensure that you receive accurate, courteous, and fair treatment. When you provide a phone number to us, or if you call us from a phone number, you consent to accept calls from us to that phone number, including collection calls.

19.4 Severability. If a court finds any provision of this Terms of Service invalid or unenforceable, such finding shall not make the rest of this Terms of Service invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Terms of Service in all other respects shall remain valid and enforceable.

19.5 Headings. The Section and Subsection headings in this Terms of Service are inserted solely as a matter of convenience and for reference and shall not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to Sections of this Terms of Service shall refer to all Subsections thereof.

19.6 Assignment. We may assign or transfer our rights and obligations under this Terms of Service, including all our rights and obligations in respect of any Services or any sums due hereunder, at any time without prior notice to you. This Terms of Service is not assignable or transferable by you.

19.7 Privacy Policy. We maintain procedures designed to protect confidential information about Authorized User and Authorized User's use of any Services. Emburse collects personal information for the purposes of ensuring the technical functioning of our systems, fulfilling compliance requirements, and improving our services through the analysis of aggregate usage. Security measures and procedures are in place to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of personal information. We restrict access to personal information to Emburse employees, contractors, and agents who absolutely need to know this particular information. We store all personal information on servers in the United States of America. These commercial servers are secure and regularly audited to ensure continued security.

19.8 Governing Law. This Terms of Service will be governed by, construed and enforced in accordance with federal law and the laws of the State of California.

19.9 Binding Arbitration.

You and Emburse agree to resolve all disputes arising under or in connection with this Terms of Service as provided in this section. Make sure that you have read and understand the below. Any arbitration or other legal proceeding under this Terms of Service will only be on an individual basis. Neither party may join with other parties to form a consolidated action. Each party waives its rights to file a lawsuit in court, to have its case decided by a jury, and to participate in a consolidated action against the other party.

If you do not want to arbitrate all claims as provided in this Terms of Service, then you have the right to reject such arbitration provisions by delivering a written notice to us at 320 Cumberland Avenue, Portland, ME 04101, Attention: Legal Department within thirty (30) days of the date you have entered into the Agreement. Your rejection of any arbitration provisions does not affect any independent arbitration agreements with third parties, and you remain subject to any arbitration, class action or jury trial waiver or dispute resolution processes set out in those separate agreements.

Customer and Emburse agree to first attempt to resolve disputes in good faith and in a timely manner. Where no resolution can be found, disputes will be resolved by arbitration in San Francisco, California before a single arbitrator, as provided in this section, *except* that disputes principally arising from protection of intellectual property rights or breach of confidential information will be resolved through litigation in accordance with Section 18.8.

Arbitration will be administered by JAMS according to the rules and procedures in effect at the time the arbitration is commenced. Disputes with amounts claimed greater than \$250,000 will apply the JAMS Comprehensive Arbitration Rules and Procedures, and disputes with amounts claimed less than or equal to \$250,000 will apply the JAMS Streamlined Arbitration Rules. The arbitrator will apply the substantive law as described in Section 18.8. If JAMS cannot administer the Dispute, either party may petition the US District Court for the Northern District of California to appoint an arbitrator. The parties acknowledge that transactions under this Terms of Service may involve matters of interstate commerce and, notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Terms of Service.

Either party may commence arbitration by providing a written demand for arbitration to JAMS and the other party detailing the subject of the Dispute and the relief requested. Each party will continue to perform its obligations under this Terms of Service unless that obligation or the amount (to the extent in dispute) is itself the subject of the dispute. Nothing in this Terms of Service affects the right of a party to seek urgent injunctive or declaratory relief from a court of appropriate jurisdiction in respect of a dispute or any matter arising under this Terms of Service.

The prevailing party is entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

Proceedings and information related to them will be maintained as confidential, including the nature and details of the Dispute, evidence produced, testimony given, and the outcome of the Dispute, unless such information was already in the public domain or was independently obtained. Emburse and Customer, and all witnesses, advisors, and arbitrators will only share such information as necessary to prepare for or conduct arbitration or other legal proceeding, or enforcement of the outcome, unless additional disclosure is required by law.

20. Definitions

- 20.1. "Authorized User" means any employees, contractors, or agents authorized to use the Services on Customer's behalf, and includes Administrators.
- 20.2. "Data Protection Agreement" means the Emburse Data Protection Agreement located at this link: [Emburse DPA](#)
- 20.3. "Documentation" means the materials provided to Customer describing the functionality, use, and operation of the Service, including without limitation online materials, specifications or forms.

- 20.4. "Marks" means any and all trademarks, service marks, logos, or similar of Emburse or its licensors.
- 20.5. "Personal Data" means data that identifies or could reasonably be used to identify a natural person.
- 20.6. "Privacy Policy" means the Emburse Privacy Policy located at this link: [Emburse Privacy Policy](#)
- 20.7. "Prohibited Activity/Activities" means any of the following
- Violation by you of any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination, or false advertising)
 - Use of the Site or Services in connection with:
 - illegal activities, products, or services;
 - narcotics, steroids, certain controlled substances, illegal drugs or associated paraphernalia, or other products that present a risk to consumer safety;
 - internet gambling;
 - obscene, pornographic or sexually explicit activities;
 - tobacco or weapons, ammunition, or firearms;
 - the sale of traveler's checks, money orders, currency exchanges, or check cashing;
 - credit repair or debt settlement services;
 - Get-rich-quick schemes, multi-level marketing, or activities that may be considered unfair or deceptive acts or practices;
 - purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts;
 - hatred websites;
 - human or animal parts (dead or alive);
 - pharmacy and drugs except with license;
 - spammers, unsolicited email commercial services;
 - counterfeit wares or copyright infringers;
 - Infringement by you of Emburse's or any third-party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity, or privacy;
 - Any act by you in a manner that is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
 - Refusing to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
 - If you conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, charge backs, fees, fines, penalties, frauds, and other liability to us, an Authorized User, a third-party, or you;
 - If you facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information;
 - Using any robot, spider, other automatic device, or management process to monitor, or copy the Site;
 - Using any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with the Site or the Services; or
 - Taking any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers.
- 20.8. "Registration Data" means all information detailed on the Site necessary to complete registration for the Service.
- 20.9. "Service Agreements" means all terms, agreements, and policies required by us for specific services or products, available through the Services, including the User Terms and the Card Program terms.
- 20.10. "Site" means the website cards.emburse.com and all related websites.
- 20.11. "User Terms" means the terms applicable to each Authorized User, as a condition of use of the Service.