

Wave Payroll Terms of Service – United States

Effective as of: January 10, 2025

A note from Wave:

Hi, it's me again—time for another excellent Wave agreement. This updated version will clarify our payroll service and exactly what it is you're agreeing to by using the service. My goal is a clear set of terms that you agree to when you use Wave, then a smaller (and hopefully more digestible) agreement for each additional service you choose to use. As with all of our agreements, I've provided my plain English take on the document. I'm not a lawyer and the "simple terms" do NOT constitute advice of any kind, legal or otherwise. The actual agreement is lawyer-approved, legally binding, and in some cases ALL CAPS. Please, read and understand it before using this service.

These Payroll Terms of Service (this "Agreement") constitute a legal agreement between you ("Merchant", "User", "You" or "Your) and Wave Financial USA Inc. ("Wave", "We", "Our" or "Us") and govern your access to and use of Wave's payroll services (the "Service" or "Payroll"). To use the Service, you must agree to all the terms of this Agreement. "You" includes the business registering for the Service, the business owner or principal and the individual registering the business for the Service.

IN SIMPLE TERMS

This is an agreement, we gave it a name – Wave Payroll Terms of Service. It's between you and Wave and is the basis for our relationship (BFFs right?).

Overview of this Agreement

This Agreement is in addition to [Wave's Terms of Use](#) ("Wave TOU"), and is incorporated by this reference into, and is governed by the Wave TOU. To the extent there is any conflict between the terms of the Wave TOU and this Agreement, the terms of this Agreement shall prevail only with respect to Wave Payroll. Capitalized terms not expressly defined in this Agreement have the meaning given to them in the Wave TOU.

IN SIMPLE TERMS

We've got our main terms that apply to Wave's whole product line and we've got these ones for Payroll – if there's a conflict, this document wins but only in relation to the Payroll service. If something is Capitalized and not defined here, it's defined in our main terms document.

The Arbitration Provision in Section O. of the Wave TOU (the "Arbitration Provision") applies to this Agreement and any dispute arising out of or relating to this Agreement.

PLEASE READ THIS AGREEMENT AND THE WAVE TOU CAREFULLY BEFORE USING OR ACCESSING THE SERVICE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT AND THE WAVE TOU, DO NOT USE OR ACCESS WAVE PAYROLL. YOUR CONTINUED USE OF AND/OR ACCESS TO THE SERVICE WILL BE DEEMED YOUR

CONCLUSIVE ACCEPTANCE OF THE THEN-CURRENT VERSION OF THIS AGREEMENT AND THE WAVE TOU.

IN SIMPLE TERMS

You must agree to this document to use the service and using the service means you agree to this document. Please read and understand it all.

If you don't or can't abide by the terms, you've got to stop using the service. If you use the service, but don't abide by the terms, we may stop you ourselves.

A. The Payroll Service

1. General

This Service allows you to calculate payroll and its associated liabilities, process payroll, make related payroll and contractor payments, payroll tax payments and electronic tax filings. To facilitate our provision of this Service to you, Wave has engaged Check Technologies, Inc. ("Check HQ"), a Delaware corporation (www.checkhq.com).

IN SIMPLE TERMS

You use this service to process your payroll, pay your employees and contractors, and file payroll taxes.

B. Registration and Account

1. Registration

The Service is only offered to persons in the United States operating a business, nonprofit organization, or employing in-home care providers. To use the Service, you must register with Wave to create a payroll account (the "Payroll Account" or "Account") and you must be at least 18 years old. You may register as an individual (sole proprietor) or as a company or other business entity. If you register as a company or other business entity, you must provide information about the business, as well as information about an owner or principal of the business and you (meaning the individual registering) must be authorized to act on behalf of the business. By registering for a Payroll Account, you represent and warrant that you are registering on your own behalf, or that you are registering on behalf of a business or nonprofit organization and you have the authority to enter into this agreement on its behalf. Your acceptance of this Agreement constitutes acceptance by the business or nonprofit organization.

IN SIMPLE TERMS

In order to use Wave Payroll you must have a business, nonprofit or be an in-home care provider and be based in the U.S. If you're agreeing on behalf of a company, you have to be authorized to do that.

In order to use Wave Payroll, you need to provide us with accurate registration information.

a. Information Collected. During the registration process, Wave collects information about the business owners, including (at a minimum) their name, address, date of birth, social Security

Number (SSN), business name, Employer Identification Number (EIN), business address, telephone number, and website.

IN SIMPLE TERMS

In order to use Wave Payroll, we need to collect information about the business and its owners.

b. Additional Information. Wave may request additional documentation for identity verification at any time and you agree to provide said documentation upon request. This documentation may include, but is not limited to: (a) Government issued identification (such as a passport or driver's license), (b) business license, (c) organizational documents, such as Articles of Incorporation, and (d) Information from you to verify beneficial ownership or control of the business, for underwriting and other purposes.

IN SIMPLE TERMS

We can ask for further proof of your identity at any time. If we do, you agree to provide it.

c. Who May Obtain Service. Only persons operating a business (including sole proprietors) or employing in home care providers, and nonprofit organizations may register for the Service. You must be either: (a) a United States citizen, (b) a legal permanent resident of the United States, or (c) an authorized United States business or non-profit organization having a physical presence in the United States. You must have a valid United States bank account. You may not use the Service if you are an entity blocked or denied by the United States government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC)

IN SIMPLE TERMS

In order to use Wave Payroll, you must have a bank account in the US and not be on the naughty list with the US government.

2. Verification & Accuracy

You must provide accurate and complete information. If we cannot verify that the information you provide is complete and accurate, we may deny your use of the Service and, at our option, close your Payroll Account. You agree to immediately notify us if you discover that any information which you provided to us is inaccurate or out of date and to immediately correct and update all such information as necessary from time to time. You authorize Wave, directly or through inquiry of third parties, to verify the accuracy of any information you provide. If you are the business owner or principal of the business registering, you authorize Wave to obtain identity verifying information about you, including a consumer report that contains your name and address. You also authorize Wave to periodically obtain additional credit reports to determine whether you continue to meet the requirements for the service.

IN SIMPLE TERMS

You've got to provide accurate and honest information. You're

authorizing us to verify this information – in particular, requesting a consumer report to verify your identity. You are giving us your permission to obtain credit reports from consumer credit agencies to determine your eligibility for the service.

3. Underwriting and Sharing Information

You agree that Wave is permitted to make all reasonable inquiries and investigations with third parties such as credit reporting agencies, your bank and other financial institutions and obtain information, as permitted by law, about the business registering for the Service, the business owners or principals and accounts held by the business, business owners or principals. At any time Wave may conclude that you will not be permitted to use the Service.

Wave is also permitted to share some or all of the information about you, your website and business and your use of this Service, and your transactions, with Check HQ, our third-party identity verification service providers, and other service providers (and their respective affiliates, agents, subcontractors, and employees) in accordance with our Privacy Policy. This includes sharing your information:

for regulatory or compliance purposes,

to conduct Wave's risk management process,

for use in connection with the provision, management and maintenance of the Service, and

for the maintenance of customer records about you and to assist us in better serving you.

IN SIMPLE TERMS

To do our part of this agreement and prevent fraud we need to verify your identity. You are giving us permission to talk to the banks about you for a variety of reasons that help us run more efficiently.

4. Consumer Reports

If you are the business owner or principal of the business registering, you consent to Wave obtaining credit and other information about you from consumer and credit reporting agencies in order to help us determine your ongoing eligibility for the Service. You understand that this information may include the types and amounts of credit advanced to you, payment histories, negative banking items, collection actions, legal proceedings, previous bankruptcies and other information reported by your creditors. This consent is effective as of the date you start using our Service and continues to be effective as long as you use our Service.

IN SIMPLE TERMS

You are giving us your permission to obtain consumer reports from consumer credit agencies to determine your eligibility for the service.

C. Use Restrictions

1. Restricted Use

You will not, and will use commercially reasonable efforts to make sure a third party engaged by you or acting on your behalf does not:

Act as a money services business, money transmitter, payment intermediary, aggregator or service bureau or otherwise resell our services on behalf of any third party;

Use the Service to handle, process or transmit funds for any third party;

Transferring funds between bank accounts held in the same name;

Sell, resell, lease or the functional equivalent, the Service to a third party without our consent;

Attempt to create a substitute or similar service through use of, or access to, the Service;

Use Wave Payroll to export or re-export any Service(s) or content thereon or any portion thereof, in violation of the export control laws and regulations of the United States of America and/or Canada; or

Use the Services, or a component of the Services, in a manner not authorized by Wave or outside of the intended use of the Service.

Use the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC).

IN SIMPLE TERMS

As I'm sure you can imagine, there are all sorts of risks related to financial systems and running computer services in general. This whole section is a big long list of "don'ts". Please make sure you understand and avoid them all. Over in the legal section is a list of financial things you can't do. You also need to make sure you're not enabling other people to do these things either.

2. Additional Restrictions

In addition, you agree not to, and not to allow third-parties, agents, affiliates or designees to, access or use the Service:

Except as required in connection with the Service, to post, store, e-mail, upload, scan or otherwise provide to Wave, either directly or indirectly, otherwise confidential information to the Service, including, without limitation, any third party's payment information, or your or any third party's social security, social insurance, or alternate government-issued identity numbers, non-public phone numbers, or non-public email addresses. This prohibition includes but is not limited to the posting or storing of images or scans containing such prohibited information;

To violate, or encourage the violation of, the legal rights of others;

For any illegal, unlawful, invasive, infringing, defamatory or fraudulent purpose;

To collect, or attempt to collect, personal information about users or third parties without their consent, or using such information except as necessary to use the Service;

To send unsolicited offers, advertisements, proposals, or junk mail or spam to others;

To, intentionally or otherwise, distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature;

To interfere with the use of the Service, or the equipment used to provide the Service, by customers, or other authorized users;

To alter, disable, interfere with or circumvent any aspect of the Service;

To violate the security of the Service or attempt to gain unauthorized access to any Service, or Wave's computer systems or networks connected to any server associated with Wave; or

To attempt to reverse engineer the Service or any other Service or any component thereof.

3. Unauthorized or Illegal Use

You will use commercially reasonable efforts to prevent unauthorized use of the Service and to immediately disable and terminate any unauthorized use. You are responsible for all use of your Payroll Account and your User ID and other access information (e.g. passwords, if any). You will promptly notify Wave of any unauthorized use of, or access to, the Service of which you become aware.

Wave may suspend, disable, or change your Payroll Account or User ID (or password) at any time if Wave believes that any such of your access information has been compromised, that you or someone using your Payroll Account is a threat to the integrity or security of any Service(s), or if Wave has another reasonable basis for doing so.

Wave may decide to instruct your bank to not process any transaction that you submit to us if we believe that the transaction is in violation of this Agreement, or exposes you, other Wave users, our bank, or us to potential harm. Harm includes, but is not limited to, any risk of loss or damage, fraud and other criminal acts.

IN SIMPLE TERMS

Protect your account. You're responsible for keeping your password secret. (Side note: You're welcome to use that sentence any time someone confuses "you're" and "your"). If you think there's something fishy going on, let us know right away! If we think something's up, we'll likely

suspend your account until we figure it out. We might also decide to not process your payments while we're looking into this. This is for your protection as much as it is for ours.

If we have reason to suspect unauthorized, illegal, or criminal activity, we will share information about you, your Payroll Account, and any of your transactions with law enforcement.

IN SIMPLE TERMS

If we think something illegal is going on, we'll share information with law enforcement.

4. Prohibited Business Types and Activities

You agree that you will not, and will use commercially reasonable efforts to make sure that a third party does not use the Service in connection with the following activities, items or services: Financial and Professional Services

IN SIMPLE TERMS

This list is the types of business that Wave or our banking partners have decided won't be supported with this service.

Debt Collection & Credit Services Debt collection, consolidation or reduction services; mortgage consulting; credit counseling or credit repair services; lending or lending instruments; crowdfunding.

Investment & Legal Services Securities brokers; commodity or equity trading; real estate opportunities; bailiffs and bail bonds; bankruptcy lawyers; law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm.

Money Services Money services businesses; financial services, such as money transfers, sales of foreign currency, wire transfers, money orders, check cashing, cash advances, bill payments, loan payments, or sales of prepaid cards or mobile minutes.

Virtual Currency or Stored Value Virtual currency or credits that can be monetized, resold, or converted to physical or digital products and services or otherwise exit the virtual world (e.g. Bitcoin).

Regulated, Illegal Products and Services, IP Infringement

Adult Content and Services Pornography and other adult content (including literature, imagery and other media); any sexually-related services such as prostitution, escorts, massage parlors, pay-per view and adult live chat; mail order brides.

Counterfeit or Unauthorized Goods Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported.

Intellectual Property / Proprietary Rights Infringement Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without authorization from the

rights holder; any product or service that infringes or facilitates infringement upon the copyright, patent, trademark or trade secrets of any third party.

Gambling Internet gaming; lotteries; contests; sweepstakes; games of chance; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; memberships on gambling related sites.

Regulated Products and Services Cannabis & Marijuana dispensaries and related products and services including cannabidiol (CBD); sale of tobacco, e-cigarettes, e-liquids, bongs, vaporizers and hookahs; age restricted products or services; internet pharmacies and script dispensers; firearms, weapons and ammunition; gunpowder, explosives and fireworks; toxic, flammable, and radioactive materials.

Substances Designed to Mimic Illegal Drugs Sale of a legal substance that provides the same effect as an illegal drug (e.g. salvia, kratom).

Deceptive, Unfair, or Predatory Practices

Get Rich Quick Schemes Investment opportunities or other services that promise high rewards.

No-Value-Added Services Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; businesses that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

Products or Services that are Otherwise Prohibited

Aggregation Engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds.

Court Ordered Payments Alimony, child support, or other court-ordered payments.

Delayed Delivery Businesses that engage in delayed delivery where the goods or services provided to the cardholder are not delivered or fulfilled within 3 months of when the payment is processed.

Hate & Violence Hate, violent acts or activities, discrimination or the financial exploitation of a crime.

High Risk Businesses Online computer technical support; direct marketing of subscription offers; outbound telemarketing, infomercial businesses; telecommunications equipment and telephone sales; rebates and upsell programs; drop shipping; forwarding brokers; negative response marketing; credit and identity theft protection; pawn shops; buyers or membership clubs; psychic services; discount coupon businesses; discount medical or dental insurance plans; any businesses that we believe poses elevated financial risk, legal liability, or violates card network rules.

Multi-Level Marketing Pyramid schemes, network marketing, and referral marketing programs.

Pseudo Pharmaceuticals Pharmaceuticals, nutraceuticals and other products that make health claims that have not been approved or verified by the applicable regulatory body.

Real Estate Services Distressed property sales and marketing; real estate flipping; timeshares including resales and related marketing.

Social Media Activity Sale of Twitter followers, Facebook likes, YouTube views, and other forms of social media activity.

Travel Related Services Travel agencies; tour operators; travel reservation services and clubs; airlines; cruises and timeshares.

D. Direct Deposit

1. Payroll Service Payments

In order to process Payroll Service Payments you must enable direct deposit. ("Payroll Service Payments") is defined as the electronic withdrawals from your bank account to fund payroll and contractor payments via direct deposit, payroll tax payments or any adjustments on those amounts.

You may send us requests to process and send Payroll Service Payments to your employees and contractors for their work during an applicable work period. When you request Payroll Service Payments you will receive confirmation when the request is received. However, we do not verify your payroll information including but not limited to time entries, pay rates, or payee banking details, and a confirmation does not mean that your submission of Payroll Service Payments were error-free. If errors are detected later we may be unable to complete the submission of your Payroll Service Payments. We will make reasonable efforts to tell you if we cannot complete your Payroll Service Payments. Payroll Service Payments taking place after certain processing deadlines may be considered to occur on the next business day.

Automated Clearing House ("ACH") debits will be sent to your Bank Account up to five (5) business banking days before the pay date of the applicable payroll and you must have sufficient funds in your Bank Account to fulfill your Payroll Service Payments on that date. After that, no interest or earnings will accrue to you and Wave will hold the money until the Payroll Service Payments are made. Once your Payroll Service Payments are complete and submitted you may cancel them until we send them to the ACH network. You are responsible for verifying that all Payroll Service Payments have been received and are accurate. You must keep any payroll, tax or other records you need for reference, even though we may have information about the Payroll Service Payments in our files.

You represent and warrant to Wave that: (i) you have received authorization from each person or entity to allow you to make Payroll Service Payments and/or any necessary adjustments to their bank account, as appropriate, (ii) at the time any Payroll Service Payment is made you have no knowledge that the authorization has been revoked or terminated, and (iii) your Payroll

Service Payments comply with applicable laws. You are responsible for maintaining employee authorizations, record retention, and any additional rules specified by the North American Clearing House Association (“NACHA”) rules.

IN SIMPLE TERMS

You need to make sure you run your payroll on time to make sure we can pay your employees and contractors on time.

2. Bank Account Verification

Prior to processing any Payroll Service Payment, we may verify your Bank Account information. You agree that as part of the verification process, we may, i) verify your Bank Account information by debiting between \$0.01 and \$1.00 (“Micro Deposit Transactions”) from your Bank Account, then credit the same amount back to your Bank Account, and request that you verify the amount debited or credited, and/or ii) verify your Bank Account using your financial institution login credentials and we may also ask you questions about your bank account balance and recent transactions. If you are unable to successfully verify the Micro Deposit Transactions and/or log in to your financial institution within the time specified by Wave we will be unable to process your Payroll Service Payments. We will only use this verification process to verify your Bank Account and will not otherwise debit your Bank Account, except for your use of the Payroll Services. Wave uses Plaid Inc. (“Plaid”) to gather your data from financial institutions. By using our service, you grant Wave and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the [Plaid Privacy Policy](#).

IN SIMPLE TERMS

You need to verify your Bank Account to send ACH payments for Direct Deposit

3. ACH Origination

You acknowledge that the origination, receipt, return, adjustment, correction, cancellation, amendment and transmission of ACH transactions to the Payroll Account and the transmission of funds via ACH transactions to the payee’s account must comply with applicable laws, rules, and regulations, including the NACHA rules. You warrant to us everything that we must warrant as an ACH originator, and you agree to hold harmless, indemnify and defend Wave and the bank in connection with all of your ACH transactions, including legal fees.

By using the Service, you authorize us to initiate electronic withdrawals from your bank account to fund Payroll Service Payments.

You authorize and direct the financial institution that holds the bank account (“Bank Account”) designated for use with Payroll Services to i) debit each Payment Service Payment from your Bank Account and pay that amount to us, and ii) respond to our inquiries regarding your Bank

Account. You agree that your Bank Account is an ACH enabled bank account located in the United States and that all Payroll Service Payments will be to bank accounts located in the United States.

IN SIMPLE TERMS

You agree to comply with the North American Clearing House Association (NACHA) ACH rules.

4. ACH Authorization

You authorize us to i) initiate transactions by debiting your Bank Account to collect Payroll Service Payments and/or pay any fees related to Payroll Services, ii) reinitiate, or initiate a new debit to your Bank Account if any debit is returned by your bank, iii) credit your Bank Account when necessary, at our sole discretion, for any refund or credit amount due to you, and/or iv) to send Payroll Service Payments, electronically or by any other commercially accepted method, to the appropriate financial institution(s) or taxing authority. If Wave tells you that a bank account number or other information about your Payroll Service Payments has changed, you must use this information in the future to initiate Payroll Service Payments.

We may i) establish transaction limits on Payroll Service Payments, such as a maximum number or dollar amount, ii) change transaction limits from time to time without disclosing such changes and iii) refuse to process your Payroll Service Payments if we reasonably believe your Bank Account balance is insufficient to cover the amounts due or for any other reason we deem reasonable.

This ACH authorization will remain in full force and effect until we receive your written notification of termination in such time and manner as to afford Wave and the financial institution that holds your Bank Account a reasonable opportunity to act on your termination notice.

If any amount payable by you is dishonored or returned by your bank for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account or reversal by you and/or your bank, Wave may i) reverse any corresponding credit issued to Wave, you, your employees or any other party without liability to you or any other party, ii) reverse direct deposits, iii) refuse to perform further Payroll Services, iv) apply any amounts currently held by Wave to any amount owed to Wave by you, v) initiate another debit in substitution for the dishonored debit until the debit is honored and to initiate separate debits to cover any NSF fee or dishonored payment fees, vi) charge you a one-time insufficient funds fee of up to \$25.00 for each occurrence, vii) report this information to any and all credit reporting agencies and or financial institutions and/or viii) immediately terminate this Agreement.

You will be liable for all costs and expenses incurred by or on behalf of us in association with collection in addition to the amount owed, including without limitation legal fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by law.

IN SIMPLE TERMS

You need to have authorized Wave to make payments from your bank account.

E. Privacy & Security

1. Privacy

Your privacy is very important to us. By accepting this Agreement, you confirm that you have read, understood and accepted our [Privacy Policy](#).

IN SIMPLE TERMS

We have a privacy policy that explains how we handle personal information. It's important that you've read and understood that document too.

2. Wave's Security

We have implemented technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. You acknowledge that you provide your information at your own risk.

If you discover a security related issue, you agree to inform us of the issue immediately by contacting the Wave Security Team at security@waveapps.com. You also agree not to disclose the issue until Wave has addressed it.

IN SIMPLE TERMS

Wave's got some great security in place, but no one should ever claim to be "100% hack-proof". While we're confident in the safety of your data, you provide your information at your own risk.

F. Electronic Communications

1. Electronic Delivery

By accepting this Agreement, you agree and give consent that Wave can provide all communications, agreements, documents, notices, and disclosures (collectively, "Communications"), required by law and other information related to your Account electronically, by email sent to the address listed in your Account registration, by emailing you a link or instructions how to access them on a website, or (if permitted by law) by posting them on our website. Communications include, but are not limited to:

Agreements and policies, such as this Agreement and our Privacy Policy, including updates thereto;

Annual disclosures;

Transaction receipts or confirmations;

Communication in relation to delinquent accounts (which may also be by phone, and may be made by Wave or by anyone on its behalf, including a third party collection agent);

Payroll Account statements and history; and

Federal and state tax statements.

2. Effect of Electronic Communications

Any such electronic Communications have the same meaning and effect as if we had provided you with paper Communications. Communications are considered received by you within 24 hours of the time they are emailed to you or posted to our Site. You further agree that your electronic signature (e-signature) has the same effect as your manual, physical signature. By agreeing to this Agreement, you are confirming that you are able to receive, open, and print or download a copy of any Communications for your records. It is important for you to retain copies of Communications because they may not be accessible in your Payroll Account at a later date.

IN SIMPLE TERMS

You're acknowledging that we're going to communicate with you via email or by posting to the site, and you're OK with that. We'll consider these communications received 24 hours after we send them. "E-signatures" have the same effect as a pen to paper.

3. How to Withdraw Your Consent

At any time, you may withdraw your consent to receive electronic Communications, as outlined in our [Privacy Policy](#), by contacting our [Customer Support Team](#). If you choose to withdraw your consent to receive electronic Communications, Wave may deny your registration for an Account, restrict or close your Account, or charge you additional fees for paper copies.

IN SIMPLE TERMS

You can tell us to stop emailing you, but this can impact your ability to continue using the service and we may charge you for paper copies.

4. Updating Your Contact Information

You are responsible for ensuring your contact information is kept up to date, including without limitation your primary email address. You understand and agree that if Wave sends you an electronic Communication, but you do not receive it because our record of your primary email address is incorrect, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Wave will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Wave to your email address book so that you will be able to receive the Communications we send to you.

You can update your contact information at any time by logging into your Wave account and entering your up-to-date information. If your primary email address becomes invalid such that electronic Communications sent to you by Wave are returned, Wave may close your Payroll Account, and you will not be able to transact any activity using your Payroll Account until we receive a valid, functional primary email address from you.

IN SIMPLE TERMS

We'll send communications to the address we've got on file. Please keep this up to date. If you don't get our email due to spam filters or out-of-date information, we're going to consider that as delivered. You can update your info in the "Your Profile" dropdown at the top right of the screen when you're logged into your Wave account.

G. Termination

Wave will automatically renew your monthly subscription to the Service at the then-current rates, unless the Services are cancelled or terminated under this Agreement.

IN SIMPLE TERMS

You will continue to be billed for the service until you place your account on hold or terminate the service.

1. Termination

If your Account is terminated for any reason, you agree:

to continue to be bound by this Agreement, including the Arbitration Provision,

to immediately stop using the Service,

that the license provided under this Agreement shall end,

that we reserve the right (but have no obligation other than as described in our Privacy Policy) to delete all of your information and Payroll Account data stored on our servers, and

that Wave shall not be liable to you or any third party for termination of access to the Service, deletion of your information or Payroll Account data, or export of your information or Payroll Account data.

IN SIMPLE TERMS

This agreement lives on beyond the end of your account.

2. Your Right to Terminate

If you choose to terminate this Agreement, you may do so at any time by terminating the Service. To terminate your subscription to the Service, you must place your account on hold. The Arbitration Provision will survive the termination of this Agreement.

IN SIMPLE TERMS

You've always got the right to close your account, but that can't be used to avoid paying your fees.

3. Our Right to Terminate

Upon notice to you, we may terminate this Agreement and terminate the Service for any reason with or without cause. We may choose to terminate providing the Service to you without terminating your other Wave services. We may also suspend your access to the Service if you:

have violated the terms of Wave's policies or this Agreement,

have provided any false, incomplete, inaccurate, or misleading information or have otherwise

engaged in fraudulent or illegal conduct, or

have been reasonably deemed to pose an unacceptable credit or fraud risk to us

IN SIMPLE TERMS

Situations may come up where we need the right to close your account. Some examples of why we might need to do this are in the legal section.

4. Effect of Termination

We will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of the Service. Any termination of this Agreement does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement. The Arbitration Provision will survive the termination of this Agreement.

IN SIMPLE TERMS

We're not financially responsible to you for a suspended or terminated Service. Terminating your Service doesn't mean you don't need to pay your fees.

H. Representation and Warranties; Disclaimers

1. Mutual

Each party hereby represents, warrants and covenants to the other party that:

Its obligations under this Agreement are valid, binding and enforceable in accordance with the terms and conditions set forth herein;

It has the full legal right and authority to enter into and implement this Agreement in all respects, and the execution and performance of this Agreement does not violate, or conflict with any other contract or agreement to which it is a party, or by which it is bound, and that the person accepting the terms of this Agreement has complete authority to bind it to this Agreement; and

It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with corporate power and authority adequate for executing, delivering, and performing its obligations under this Agreement.

IN SIMPLE TERMS

This is the section where we are telling each other that we have all the rights and permissions necessary to enter into this agreement. We are also saying that we will comply with the law.

2. Merchant Representations and Warranties

You represent and warrant to us that:

you are eligible to register and use the Service;

the name provided by you when you registered for the Service is your name, or the business name, under which you sell goods and services;

you have obtained all consents necessary in your jurisdiction to provide us and our third party service providers with the information required to provide the payroll Services;

you have consent to access your employees' bank accounts to process direct deposits of payments and to debit overpayments and payment errors;

you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service;

the contact and identifying particulars relating to name, location, address, email, phone, bank accounts, corporate officers, business names, billing descriptors and customer contact information are true and correct;

you will keep such information updated and correct during the course of this Agreement; and your use of the Service will be in compliance with this Agreement and applicable Law.

IN SIMPLE TERMS

If you use Wave Payroll, you're giving us permission to do what needs doing to get money from you to your employees. You're also letting us know that you have all the consent necessary to do that.

Sometimes Wave helps you connect with third parties to provide certain services. You're agreeing that we're not responsible or liable for your use of those services. If you're providing us with credentials or other information, you're stating that you have the necessary rights or permissions to do that.

3. Disclaimers

Wave makes no representations or guarantees regarding Merchants or Customers utilizing our Service. Use of our Service in no way represents any endorsement by Wave or by any Network, of a Merchant's or Customer's existence, legitimacy, policies or practices. Wave does not have control of, or liability for, goods or services that are paid for with the Service

Some examples of why we might do this are in the legal section.

IN SIMPLE TERMS

This service is available to people in the United States of America, but it isn't available everywhere. By using it, you've got to make sure you're not breaking any embargo rules.

Wave makes no representations that the Service is appropriate or available for use outside the United States. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local Law, including but not limited to export and import regulations.

IN SIMPLE TERMS

While typically the hardest sections to read, these all-caps blocks are intended to be conspicuous so that you'll read them. There's some very important (and fairly standard) but covering material in there. Please read it.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WAVE OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WAVE, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS AND THE BANK (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WAVE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WAVE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES.

IN SIMPLE TERMS

This service is as-is. We're also being very clear that we're not responsible for the people that use the service or what they're selling.

I. Limitation of Liability

1. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAVE, ITS PROCESSORS, THE NETWORKS AND THE BANK (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, OR ANY DELAY IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY AN EVENT OR CONDITION BEYOND OUR CONTROL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WAVE, ITS PROCESSORS, AGENTS, SUPPLIERS, LICENSORS, NETWORKS OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

IN SIMPLE TERMS

As noted above, this is conspicuous because it is important. You should read the whole document, but you should really, really read these bits. The lawyers are in full swing here, limiting as much as legally possible what Wave (and everyone else involved on our end) is liable for. We limit our liability to those places where we explicitly say we accept some. This is one of those places. Depending on the case, we may choose to refund you any money you've paid us in the last 3 months.

2. Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WAVE, ITS PROCESSORS, SUPPLIERS, LICENSORS, NETWORKS OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL WAVE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY

RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

IN SIMPLE TERMS

Our suppliers and service providers have no liability from this agreement.

J. Indemnification

1. Indemnification

You will indemnify, defend and hold us and our partners harmless (and our and their respective employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to:

Any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies or the Operating Regulations;

your wrongful or improper use of the Service;

Any transaction submitted by you through the Service (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you);

your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights;

your violation of any Law of the United States or any other country; or

Any other party's access and/or use of the Service with your unique username, password or other appropriate security code.

IN SIMPLE TERMS

If anyone sues us because you used Wave for less-than-seemly purposes or in a way that violates the agreement, you agree to pay our legal fees and any other penalties.

K. Payroll Guarantee

1. Payroll Guarantee

Wave takes every commercially reasonable effort to accurately calculate federal, state, and local payroll taxes. In the event such calculations are incorrect due directly to Wave's negligence, and such errors result in a penalty, Wave will pay all or a portion of the penalty calculated in a manner and subject to the limitations outlined below.

IN SIMPLE TERMS

We want you to use Wave with confidence, so here's something to help you sleep easy: If you use Wave for your payroll, and the data you provide is correct, and Wave makes a mistake in the tax calculations, let us know within 90 days of the date the government sends you that news. We'll pay the penalty based on the ALL CAPS bit in the Payment calculation and limitation section.

2. Payment calculation and limitation:

THE GREATER OF (A) THE ACTUAL AMOUNT OF THE PENALTY (NET OF UNPAID TAXES, FEES AND INTEREST) ASSESSED AGAINST YOU, TO A MAXIMUM OF FIVE HUNDRED US DOLLARS (\$500) AND (B) THE AGGREGATE AMOUNT (NET OF TAXES) YOU'VE ACTUALLY PAID WAVE IN THE 12 MONTH PERIOD PRIOR TO THE DATE THE EVENT GIVING RISE TO THE CAUSE OF ACTION OCCURS, TO A MAXIMUM OF THE ACTUAL AMOUNT OF THE PENALTY (NET OF UNPAID TAXES, FEES AND INTEREST) AGAINST YOU.

You must provide Wave with the penalty notice received from the taxing authority within 90 days of the date of the first notice. The penalty must be the direct result of incorrect calculations made by Wave and not the result of incorrect data provided by or on behalf of an employer or employee. The penalty must apply to a time period during which the employer was using Wave. The employer is responsible for any unpaid taxes, fees and interest charges due as a result of the penalty notice.

IN SIMPLE TERMS

We limit our liability to those places where we explicitly say we accept some. This is one of those places. Depending on the case, we may choose to refund you any money you've paid in the last 12 months. Or if it falls under the Payroll Guarantee, up to \$500.

3. No Waiver

No delay or omission to exercise any right or remedy accruing upon any breach or default hereunder shall impair any such right or remedy nor be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver (or consecutive waivers) of any single breach or default.

IN SIMPLE TERMS

From time to time, Wave may pay penalties or waive some of the rights outlined here. This doesn't mean Wave waives its rights in any other circumstances, and shouldn't be taken as an indicator of our future behavior.

L. Fees

1. Trial Period

Wave Payroll is available for a trial period of up to 30 days. The trial period begins on the day you approve your first payroll and will end after 30 days, or upon activating your account by entering your credit card information. During the trial period, all Service fees will be waived. Once a trial period has commenced, it may not be reset through any action. All functionality of Wave Payroll will be available to you during the trial period with the exception of 1099 Filing and approving payrolls beyond the trial period.

IN SIMPLE TERMS

Wave Payroll has a fully functional, 30-day trial period. No credit card is required and you will not be charged until you activate your account.

During the trial period, you may activate your account at any time. Should you activate prior to the end of the trial period, your fees will continue to be waived for the duration of the period.

IN SIMPLE TERMS

You can decide you love our payroll system early and activate at any time. You will only be charged for the days after you have activated.

On completion of the 30 day trial period, if you have not yet activated your account, your access to Services will be restricted to the billing page. Access to the Wave Payroll features and data will continue to be restricted until such time as you activate your account. This data will remain available for audit purposes, as required by law and regulation.

IN SIMPLE TERMS

If the trial expires before you activate your account, you'll be limited to viewing the billing page only. If we've started to move funds for you, that will complete as usual, however, any future scheduled fund transfers will be canceled. If you activate before the end of the trial, things will continue to function normally, with no cancellations.

2. Fees After Trial Period

Wave will provide the Service to you at the rates and fees ("Fees") described on our [Pricing Page](#), which is incorporated into this Agreement.

Wave reserves the right to modify this page and our fees at any time and you agree, unless otherwise notified in writing by Wave, to be bound by the current published version of the fees. Wave will take commercially reasonable efforts to notify you of any change in fees at least 30 days in advance of the effective date. Your continued use of the Service constitutes your agreement to those changes. If a fee increase or change to this Agreement is not acceptable, you may cancel the Service as provided herein prior to the time when it takes effect.

You must provide a valid payment card acceptable to Wave. Payments will be billed with respect to your payroll region. You will be billed in the currency of your country.

Wave Payroll is offered on a subscription and usage basis, billed monthly. Monthly billing is not prorated. Wave Payroll usage is billed in arrears. On the first day of each month, you will be billed for the current month's subscription fees and usage fees incurred in the previous month. If your payment information is not accurate, current and complete or if we are not able to process your fee payments, we may suspend or terminate your account and refuse any use of the Services.

If you do not notify us of updates to your payment information, to avoid interruption of your service, we may participate in programs supported by your card network to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain. You authorize Wave to reprocess failed payments.

To the extent permitted by law, we may collect any obligations you owe us under this Agreement by deducting the corresponding amounts from the payment card associated with your account. If the amounts available on your payment card are not sufficient to meet your obligations to us, your account will enter a delinquent state. Accounts that remain delinquent for a period of 3 months will be suspended and may be closed. Your failure to pay, in full, amounts that you owe us on demand will be a breach of this Agreement. Except as otherwise provided in the Arbitration Provision, you will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

IN SIMPLE TERMS

It took me a few tries, but I understand payroll billing now. To help you, here's an example:

Until August 31st, 2018: You ran September payroll in September for 3 employees. On October 1st you are billed for October subscription and September usage.

Effective September 1st, 2018: You ran September payroll in September with 3 active employees. On October 1st you are billed for October subscription and September usage.

Beyond that, this bit is pretty simple. You pay monthly by providing us with a credit card. The fees are outlined on our website, subject to change and using the service means you're ok with that — and agree to pay them at whatever the currently published rate is. If the payment info we have no longer works, we can try a few things through the bank to update the info and continue billing. Failing that, or if there are other reasons your payment fails, we'll stop providing the service. After 3 months of non-payment, you'll be removed from Payroll. If it comes to it, we have the right to go to collections to get any money owed.

3. Your Statements

Itemized invoices for each month's billing are available to you on the Wave Payroll billing page.

You agree to review these invoices and, within 30 days of receipt, to notify us in writing of any errors or inaccuracies. If you do not notify us of any such issues within this 30 day period, you agree that the items listed on the invoice are correct and you release us from any claim relating to the invoice, the items listed on your invoice, items missing from your invoice, and/or items suspected of being missing from the invoice. If you are unable to view your invoices, you agree to tell us immediately.

IN SIMPLE TERMS

It is your responsibility to review your invoices. Invoice disputes are limited to a 30-day window. If you don't let us know about issues, you're agreeing that there aren't any.

M. Miscellaneous

1. Governing Law

Except as otherwise provided in the Arbitration Provision, this Agreement shall in all respects be governed by and interpreted, construed, and enforced in accordance with the Laws of the state in which you accepted this Agreement.

2. Entire Agreement

Except as otherwise provided in the Arbitration Provision, this Wave Payroll Terms of Service, including the Wave TOU, is the entire and exclusive agreement between parties with respect to Wave Payroll, and it supersedes all previous communications, representations, or agreements, either oral or written, between You and us.

IN SIMPLE TERMS

When we say 'Law' we mean the Laws that apply in the state where this Agreement was accepted.

3. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Wave without restriction or consent. You may not assign card receivables or proceeds due to you under these terms to any third party.

IN SIMPLE TERMS

You can't assign this agreement over to anyone else; we can have someone stand in for us.

4. Amendment of Agreement

Except as otherwise provided in the Arbitration Provision, we reserve the right to modify or add to this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Service with notice that we in our sole discretion deem to be reasonable in the circumstances, including but not limited to notice on our website or any other website maintained or owned by us and identified to you. Any use of the Service after our publication of any such changes shall constitute your acceptance of the then-current version of this Agreement. You may not modify or amend this Agreement unless we agree to such modification or amendment in a written instrument signed by a duly authorized representative of Wave. For

the purposes of this section, a written instrument shall expressly exclude electronic communications such as email and electronic notices including facsimiles.

IN SIMPLE TERMS

Wave can change this agreement and we'll give you reasonable notice. Using the service means you agree to the version of the agreement that is current at that time. You can't make changes to this agreement without getting us to agree to them in writing, which in this case actually means 'pen to paper'.

5. Additional Services

In addition to basic payroll services, Wave provides certain Additional Services are subject to and governed by additional terms of service. If you use any of the Services listed immediately below, the linked Specific Additional Service-specific Terms apply. In the event such additional or specific terms are inconsistent with the Specific Additional Service Terms, those Specific Additional Service Terms will control.

For Wave Payroll users who have Wave file and remit taxes on their behalf, these additional [terms](#) apply.

6. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement or that expressly or by their nature extend beyond the termination of the Service shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. In addition, the following provisions will survive the expiration or termination of this Agreement: (Limitation of Liability); (Indemnification); (Electronic Communications); (Arbitration Provision); (Miscellaneous).

IN SIMPLE TERMS

Some of the sections of this agreement stay in force after your account has been closed.

7. Severability

Except as otherwise provided in the Arbitration Provision, all provisions of this Agreement, notwithstanding the manner in which they have been grouped together or linked, are severable from each other. If any of these terms should be determined to be unenforceable, the remaining terms of this Agreement shall survive and remain in full force and effect and continue to be binding and enforceable.

IN SIMPLE TERMS

This document isn't "all or nothing." If some parts of it don't hold up, the rest is still in effect.

8. Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. A waiver shall only be effective in writing executed by the party granting the waiver. Other than as expressly stated herein, any remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

9. Force Majeure

Wave will be under no liability to Merchant for, and is excused from, any failure to deliver or perform or for delay in delivery or performance due to causes beyond its control, including, but not limited to, governmental actions, fire, work stoppages, shortages, war, terrorism, civil disturbances, transportation problems, interruptions of power or communications, Internet service provider or hosting facility failures or delays involving third party hardware or software systems, denial of service attacks, acts of third parties outside of Wave's control, natural disasters or significant changes in the ability of Wave to offer the Service in terms of the scope and/or price set out herein as a result of changes in law, or in policy of Networks, and/or Bank, and/or governmental authorities.

IN SIMPLE TERMS

If there is a natural disaster or unavoidable catastrophe and we can't provide the service, we are not liable to you.

10. Headings and Construction

The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision.

IN SIMPLE TERMS

The labels and layout of this document are stylistic (prettiest contract ever, right?) and have no legal implications.