



SSNet, Inc.
29 Cedar Ln
Bailey, CO 80421-2105
800-697-9997

Terms of Service for Vcheck Merchants

Our Vcheck | Echeck service is a legitimate, American Banking Association approved, e-commerce online software system used to accept checks by phone, checks by FAX and checks online. We only offer our system to legal, legitimate businesses, associations or non-profit entities. Please see the list of restricted business types at the bottom of this page.

This policy was last modified on December 18, 2018.

This Terms of Service is a legal agreement between you and SSNet, Inc. that governs your access to and use of our virtual check service as a provider of merchandise, goods, or services. Please review this entire Terms of Service before you decide whether to accept it and continue with the use of the service.

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE.

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1. Our Relationship With You

1.1 SSNet, Inc. is only a Service Provider. We provide technology that allows you to accept check payments from third parties. At no time do we have possession of any funds involved in any transaction that takes place through our service. We do not withdraw funds from the check submitters account, nor do we deposit funds into your account. We do not have control of or liability for the products or services that are paid for with our Service. We do not guarantee the identity of any User or ensure that a buyer will complete a transaction.

1.2 Your Privacy. Protecting your privacy is very important to us. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

1.3 Privacy of Others. Through the use of our service, you will be receiving personal and sensitive information from your customers. We expect you to have a commitment to privacy and thereby have an established "Privacy

Policy" that is available upon your customer's request. This Privacy Policy should be published on your website, and/or available to be emailed or to be fax'ed to customers.

1.4 Intellectual Property and Proprietary Rights. You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by SSNet, Inc., you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

SSNet, Inc. grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SSNet, Inc. for use in accessing the Service.

1.5 No Resale of Service. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service unless you are an authorized reseller.

2. Eligibility and Types of Accounts

2.1 Right of Refusal. We have the sole, undisputable right to approve or disapprove service accounts. While the Acceptable Use Policy is used as a general guideline, we have total discretion to disapprove an order for a new service account without explanation.

2.2 Service Area. Our service is limited to companies based in the United States of America and using US bank accounts.

2.3 Identity Authentication. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

2.4 Types of Accounts. We will only setup accounts where the Payee or receiver of the check is a company. In very rare cases, under certain circumstances - such as non-local landlords or property owners - we will allow the Payee of checks to be an individuals name. Special verification procedures are used before an account in an individuals name is approved.

3. Acceptable Use Policy

You are independently responsible for complying with all applicable laws in all of your actions related to your use of our services, regardless of the purpose of the use. In addition, you must adhere to the terms of this Acceptable Use Policy.

Prohibited Activities

You may not use the service for activities that:

3.1. violate any law, statute, ordinance or regulation

3.2. relate to sales of (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (e) items that are considered obscene, (f) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (g) certain sexually oriented materials or services, or (h) firearms, firearm parts or accessories, ammunition, weapons or knives

3.3. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e), are associated with the sale of traveler's checks or money orders, or (f) involve currency exchanges or check cashing businesses

3.4. violate applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices, or (c) alcoholic beverages.

3.5. involve gambling and/or gaming activities, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, certain games of skill, and other ventures that facilitate gambling unless the operator has obtained prior approval from us and the operator and customers are located exclusively in jurisdictions where such gambling activities are permitted by law.

4. Restricted Activities

In connection with your use of our website, your Account, or the Services, or in the course of your interactions with Us, a User or a third party, you will not:

1. Breach this Agreement, the Acceptable Use Policy or any other agreement that you have entered into with us (including a Policy);
2. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
3. Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
4. Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
5. Provide false, inaccurate or misleading Information;
6. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
7. Use an anonymizing proxy;
8. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
9. Send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
10. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

5. Your Responsibility for Account and Data Security

5.1 Your Usernames and Passwords. You are responsible for: 1) maintaining the confidentiality of your usernames and passwords, 2) any and all transactions by persons that you give access to or that otherwise use such usernames or passwords, and 3) any and all consequences of use or misuse of your usernames and passwords. You agree to notify us immediately of any unauthorized use of your usernames or passwords or any other breach of security regarding the Service of which you have knowledge.

This applies to all officers, employees, agents, representatives and others having access to the usernames and/or passwords.

SSNet, Inc., cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

5.2 Data Security. The Service entails the submission, temporary storage and use of sensitive financial data. The User is provided with a secure SSL internet connection for both the submission of check data and to administer their accounts. All sensitive financial data is encrypted during storage and only decrypted when in use by the User to view or print checks.

After a check is printed or otherwise processed, it is your responsibility to immediately delete the check data from your account. A secondary database of all transactions (minus the sensitive account numbers) is maintained for transaction reporting purposes.

6. Limitations on the Use of Service

There are numerous "levels of service" available that may govern the maximum number of checks you may receive during specified time periods. If your usage exceeds the set and published limit for your level of service, you may be required to upgrade to a higher level of service or have limitations placed on your account.

We do not warrant that the functions contained in the Service will be uninterrupted or error free, and we shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Payment Transactions or the Service).

7. Indemnification

7.1 Indemnification. You agree to indemnify, defend and hold harmless SSNet, Inc., and their, subsidiaries and other affiliates, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) your use of the Service; (ii) any breach or non-compliance by you of any term of this Terms of Service or the Acceptable Use Policy; (iii) any dispute or litigation caused by your actions or omissions; or (iv) your negligence or violation or alleged violation of any law or rights of a third party.

7.2 Our Obligation to Indemnify. We agree to indemnify, defend and hold the service account holder, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant

advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from a breach of security or loss of financial data which is determined to be the sole fault and responsibility of SSNet, Inc. This section does not apply if it is determined a violation of Section 5.1 was in any way responsible for said breach or loss.

8. Account Suspension or Termination

8.1 General Terms. You agree that SSNet, Inc. may, under certain circumstances and without prior notice, immediately terminate your account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms of Service or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Services. Further, you agree that all terminations for cause shall be made in SSNet, Inc.'s sole discretion and that SSNet, Inc. shall not be liable to you or any third party for any termination of your account, or access to the Service.

8.2 Actions We May Take. If we have reason to believe that you have engaged in any Restricted Activities or violated the Acceptable Use Policy, we may take various actions to protect SSNet, Inc., a check submitter, or a third party from losses, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

1. We may close, suspend, or limit your access to your Account or the Services;
2. We may contact buyers who have purchased goods or services from you, contact your bank, and/or warn other users, law enforcement, or impacted third parties of your actions;
3. We may update inaccurate information you provided us;
4. We may refuse to provide our services to you in the future;
6. We may take legal action against you.

8.3 Account Closure, Termination of Service, or Limited Account Access. If we close your Account or terminate your use of our Services for any reason, we will provide you with notice of our actions upon your next login to your account. If we limit access to your Account, we will provide you with notice of our actions upon your next login to your account, and provide the opportunity to request restoration of access if appropriate.

8.4 Refund of Service Fees. If your account is terminated due to violations of the Acceptable Use Policy or Restricted Activities, SSNet, Inc. has no obligation to refund any remaining fees that were paid for the current term of service for your account. If you request a termination of an account after the 30-day money back guarantee period, we will refund you the amount equal to the unused portion of your service period. This refund policy applies even if no activity has taken place in the account since its starting date.

Restricted Business Types

We DO NOT accept the following types of businesses:

Currency Exchange or Investments (Dinar, Yuan, Yen, etc.)
Debt Consolidation, Debt Restructuring, Debt Relief, Credit Repair or the like.
Mortgage Loan Modification and the like - Only BAR registered attorney/law firm.
The sale of Guns, Ammo, Knives or Weapons
Call Centers or Telemarketing
Tech Support Call in Service
Cash Advance/Payday Loans
Vehicle Transport Services
Moving Brokers/Companies
Sexually Oriented or Dating Sites
Gambling/Online Betting
Sites That Promote Hate, Violence or Racial Intolerance