



Terms and Conditions

Wave2, LLC • PO Box 83465 • Gaithersburg, MD 20883 • (301)652-1245 • support@wave2.io

Terms of Service

These Wave2 CO-OP Locator Widget Service Terms and Conditions (“Terms”, “Terms of Service”, “Terms and Conditions”) define the Terms governing the relationship between Wave2, LLC, a Maryland Limited Liability Company (“Wave2”) and any customer, financial institution, corporate entity, or individual (“Client”) that signs up for the Wave2 CO-OP Locator Widget Service (“Service”).

By accessing or using the Services, Client agrees to be bound by these Terms. If Client disagrees with any part of these Terms, then Client does not have permission to access the Service.

Client may not access the Services if Client is a competitor to Wave2, except with our prior written consent. In addition, Client may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Service Description

Wave2 will provide the following Services hosted on its application servers:

- **Wave2 CO-OP Locator Widget** – Wave2 will configure and host an interactive search and mapping application that will be displayed within the Client’s web and/or mobile web offerings. This Service includes an aggregated location search engine, search result lists and results map display utilizing CO-OP ATM and/or CO-OP Shared Branch locations. Wave2 will make reasonable efforts to ensure that the Web Locator system is both ADA Accessible and mobile responsive.
- **Ongoing Location Data Updates and Geocoding** – Wave2 will regularly import and geocode all CO-OP location data* for use in the Service.

* Client is responsible for procuring any required authorization and/or licensing required for use of network location data and related trademarks from networks or other third-parties.

30-Day Risk Free Trial

Wave2 will provide the Services described above for free for an initial period (“Trial”) of thirty (30) days beginning on the initial sign up date.

After the Trial has ended, Wave2 will contact Client to establish an ongoing monthly billing relationship via credit card or ACH. If Client chooses to discontinue service at the end of the Trial, the Client’s Service will be disabled.

If Client prefers an annual invoicing relationship for Services, Wave2 will arrange to invoice Client via email on an annual basis. In such a relationship, payment is due within thirty (30) days of receipt of invoice, invoices will cover twelve (12) months of Service.

Restrictions

Client acknowledges that the Wave2 name, trademarks, and service marks ("Proprietary Marks"), as well as the software, approach, system, graphic designs and graphical user interface features and design, map styles and features, and the like ("Intellectual Property") are owned by Wave2; Client will not use the Proprietary Marks or Intellectual Property, nor will Client use the software or display the system, unless this Agreement is in full affect. Client will not license, sublicense, sell, resell, copy, transfer, assign, distribute or otherwise commercially exploit the Service in any way; or reverse engineer or access the Service to build a competitive product or service or to build a product using similar ideas, features, functions or graphics of the Service.

Communications

By creating an Account for the Service, Client agrees to subscribe to newsletters, marketing or promotional materials and other information Wave2 may send. However, Client may opt out of receiving any, or all, of these communications by following the unsubscribe link or instructions provided in any emails sent.

Responsibility for Network Data

Client is responsible for all authorization and/or licensing required for use of network location data and related trademarks from networks or other third-party data providers.

Support

Wave2 will have no obligation to provide support to Client's end users. Support of Client's end users will be Client's responsibility. Wave2 will provide support to Client during normal business hours, i.e. from 9:00 a.m. to 5:00 p.m. EST, Monday through Friday, except national holidays. Wave2 will assign a ticket number to each support request and submit an e-mail or phone response as soon as practicable. Support requests will be made via email to support@wave2.io

Termination

Termination for Cause. If either party materially breaches this Agreement and fails to remedy its breach within thirty (30) days of receiving notice of such breach from the other party, the non-breaching party may terminate this Agreement upon notice to the other party with immediate effect.

Termination for Nonpayment. Wave2 may terminate this Agreement upon notice to Client with immediate effect in the event that Client is more than thirty (30) days late in its payment of any amount due hereunder and fails to make such payment within ten (10) days after Wave2 shall have notified Client that such payment is past due.

Effects of Termination. Upon termination of this Agreement for any reason, the subscription and license granted hereby will immediately cease. Upon Termination, Client will immediately remove all Wave2 software from its systems and certify in an e-mail sent to Wave2 that this has been done. Client will no longer have access to the Service and Wave2's obligations to provide support services hereunder will immediately cease.

Changes to Terms

Wave2 reserves the right, at its sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Service after any revisions become effective, Client agrees to be bound by the revised terms. If Client does not agree to the new terms, Client is no longer authorized to use the Service.

Disputes

This Agreement shall be governed by the laws of the State of Maryland. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions or disagreements. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of sixty days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its rules.

Indemnification

Each party hereby agrees to indemnify and hold the other party, its officers, directors, employees and agents harmless from and against any party's claims, losses, costs, damages, liabilities, judgments, settlements or regulatory actions, including costs, fines, expenses and reasonable attorneys' fees arising from, or in any manner relating to, any breach of any of the obligations of that party which that party was to perform pursuant to this Agreement and any unauthorized or unlawful action and any negligent act(s), or omission(s), whether inadvertent or intentional, and any misconduct of the party or any of its agents in connection with the Agreement. This provision will survive the termination of this Agreement.

Warranties

Limited Warranty. Wave2 represents and warrants that the Service will initially have substantially the functionality described herein. Wave2 does not warrant that the Service will be uninterrupted or error free, or that the Service shall be free of viruses or other harmful components.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAVE2 DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL WAVE2 BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WAVE2 HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF WAVE2 AND ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS EXCEED THE AMOUNT PAID BY CLIENT FOR SUBSCRIBING TO THE SERVICE FOR THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE RELEVANT CLAIM.