

TERMS OF SERVICE FOR ORACLE DIRECT DEPOSIT

Oracle America, Inc. ("Oracle") provides Direct Deposit Service to you subject to the following terms and conditions ("T&C"). This amends the Terms of Service ("TOS") that governs your use of the NetSuite Service, including the Direct Deposit Service. These T&C are in addition to the TOS, which all Services are subject to. By either using the Direct Deposit Service or "clicking" accept, you agree to be bound by these T&C. Oracle may modify these T&C at its sole discretion. Any such modification is effective upon the earlier of notice to you or being posted by Oracle. You accept any modification to these T&C by continuing to use the Direct Deposit Service.

Oracle Only Facilitates Transactions

Oracle facilitates the processing of ACH transactions through its online direct deposit application, (the "Direct Deposit Services"). Oracle is not involved in the actual processing of the ACH transactions and only enables the initiation of the transactions by providing the user interface and accumulating the transactions within the Direct Deposit Service. ACH transactions initiated through the Direct Deposit Service are processed by Coastal Software & Consulting Inc ("Coastal"). Coastal is responsible for the completeness, accuracy and timeliness of all ACH transactions processed initiated by you through the Direct Deposit Service.

Disclaimer of Warranties

IN ADDITION TO THE DISCLAIMER OF WARRANTIES IN THE TOS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ORACLE MAKES NO WARRANTIES OF ANY KIND ASSOCIATED WITH THE PROCESSING OR OMISSION OF ANY ACH TRANSACTIONS BY COASTAL.

Use Restrictions

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations, including the Operating Rules of the National Automated Clearing House Association and the applicable Federal Regulations governing ACH transactions regarding your use of the Direct Deposit Service. For all ACH transactions initiated through the Direct Deposit Service, you agree to obtain and maintain records authorizing the debiting or crediting of any account from the account holder.

Coastal as Provider

You understand that Coastal is your provider for processing ACH transactions initiated through the Direct Deposit Service, and you agree to enter into an Originator Agreement between you and Coastal.

Support

You agree to contact Coastal regarding all inquires with respect to resolving and correcting errors, problems, or any issues associated with the processing of ACH transactions.

Fees

You understand that you will be charged separately for the use of the Direct Deposit Service and agree to have these fees deducted directly from your bank account as indicated in the Originator Agreement between you and Coastal.

Release

Because Oracle is only providing a user interface to facilitate the processing of ACH transactions by Coastal, if you have a dispute with Coastal associated with the processing of ACH transactions, you release Oracle from all claims, demands, and damages of every kind, suspected and unsuspected, known and unknown, disclosed and undisclosed, arising out of or in any way related to such dispute. California residences agree to waive California Civil Code Section 1542 which says "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Termination of Services

In addition to Oracle rights and obligations associated with terminations of the Service based on the TOS, Oracle may immediately terminate your access to and use of the Direct Deposit Service based on any known or reported occurrence of improper conduct, fraud, or abuse in connection with your use of the Direct Deposit Service.