

Sunset Bay Association Personify Pay Terms

March 31, 2024

These Personify Pay Terms (“PP Terms”) are an addendum to and are governed by the Terms of Use for the Sunset Bay Association Sites available at <https://Sunset Bay Association.com/legal-center/terms-of-use> (the “Agreement”). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Sunset Bay Association may make certain Personify Pay Services (“PP Services”) available to you in connection with your use of the Sunset Bay Association Sites. You acknowledge and agree that such PP Services are provided exclusively by third parties and that SUNSET BAY ASSOCIATION SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY RELATED TO OR ARISING FROM SUCH PP SERVICES. YOU HEREBY FULLY RELEASE SUNSET BAY ASSOCIATION FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO SUCH PP SERVICES. Without limiting the foregoing, Sunset Bay Association is not acting as a lender, broker, or bank in connection such PP Services and is solely making the PP Services offered by third parties available to you for your convenience.

You further acknowledge and agree that such PP Services may be subject to third party terms promulgated by the third parties providing such PP Services (“Outside PP Terms”). You agree to abide by such Outside PP Terms in your use of the applicable PP Services. A list of some third party PP Services providers which may be applicable to your use of the applicable PP Services is provided below for your convenience; however, you acknowledge and agree that even if applicable third party PP Services providers aren’t listed below, you are solely responsible for complying with all applicable Outside PP Terms.

PP Service	Third Party Service Provider
Payment Processing	AffiniPay
Payment Processing	Authorize.net
Payment Processing	PayPal
Payment Processing	Stripe
Payment Processing	Payrix
Commercial Lending	Jaris

You agree to indemnify and hold Sunset Bay Association and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys’ fees and costs of defense) Sunset Bay Association or any other indemnified party suffers in relation to, arising

from, or for the purpose of avoiding, any claim or demand from a third-party that your use of the PP Services by any person using your user name and/or password violates the applicable Outside PP Terms, any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

If you opt in to receiving certain marketing materials regarding the PP Services, you acknowledge and agree that Sunset Bay Association will be permitted to share your information with its PP Services partners for the purpose of determining whether such PP Services are applicable to you and marketing such PP Services to you. To the extent this marketing right conflicts with the Privacy Policy, this paragraph controls solely with regard to these PP Services.