



## General Terms of Service – Website Use

(updated July 20, 2023)

### 1. General.

The websites of Trusaic.com, firstcapitolconsulting.com, humanefits.com , taxadvantage.us.com, acatimes.com, payparitypost.com, and any portals connected there to (each, the “Website,” and collectively the “Websites”) are operated by First Capitol Consulting, Inc. dba Trusaic (“Trusaic”, “we”, “our”, or “us”). By registering for and/or using the Website, including any service, software and/or content through or in the Website, you agree to be bound by all terms and conditions contained herein, and by reference (collectively, the “Terms”). If you use the Website on behalf of an entity, company or organization (collectively, “organization”) you agree to the Terms on behalf of yourself and the organization that you represent (collectively, “users”, “you”, or “your”).

Review these Terms thoroughly. The Terms is a legal agreement between you and Trusaic. If you do not agree to these Terms, then you may not use the services, software, and/or content provided through or in the Website (“collectively, the Services”). Trusaic reserves the right, in its sole discretion, to modify the Terms at any time by posting an updated version of the Terms on trusaic.com or by sending notification to the email address associated with your account. The most current version of the Terms will supersede all previous versions. Your continued access or use of the Website constitutes your acceptance to the Terms, as modified. Trusaic encourages you to periodically review the Terms to stay informed of our updates.

This Terms herein governing your use of the Services and incorporate by reference the following, as applicable:

- Trusaic’s Privacy Policy governing the use of the Website and the information you provide to Trusaic through the Website, which is available at <https://trusaic.com/privacy-policy/>.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services under a separate written agreement (“Separate Written Agreement”).
- The Data Processing Addendum for Pay Parity® Services (“DPA”) to the extent such Services are subject to data protection laws, including but not limited to, EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the means EU General Data Protection Regulation 2016/679 (“GDPR”) and laws implementing or supplementing the GDPR (collectively, “Data Protection Laws”), as applicable ,which is available at <https://trusaic.com/data-processing-addendum/>.



## 2. Electronic Communications.

When you visit the Website or send an email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 3. Eligibility.

Any use of or access to the Website by anyone under 13 is strictly prohibited and in violation of the Terms. Any use of or access to the Website by anyone under 18 is permitted only with the express written permission of such individual's legal guardian, and by using the Website, you represent and warrant that you have received such permission. Individuals under 18 may use the Website solely for themselves and may not make use of the Website on behalf of any third party. The Website is not designed for use by or in connection with anyone under the age of 18, and you accept all responsibility that may arise from your use of the Website in connection with any minors. If you are over the age of legal majority and are using the Website on behalf of an organization, you represent and warrant that you have the authority to bind said organization by your use of the Website.

## 4. Your Account.

If you use the Website, you are responsible for maintaining the confidentiality of your account ("Trusaic Account") on the Website, username, password, and other sensitive information. You are responsible for all activities that occur in your Trusaic Account and you agree to accept responsibility for all activities that occur under your Trusaic Account. You acknowledge that Trusaic is not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your Trusaic Account. You agree to inform us immediately of any unauthorized use of your Trusaic Account by email to [legal@trusaic.com](mailto:legal@trusaic.com).

## 5. Organization Accounts and Administrators.

When you register for an account on the Website for your organization you may specify one or more administrators. The administrators will have the right to manage end users in your organization account. You are responsible for ensuring confidentiality of your organization account password, appointing administrators for managing your organization account, and ensuring that all activities that occur in connection with your organization account comply with the Terms. You are responsible for taking necessary steps to ensure that your organization does not lose control of the administrator accounts. In the event of a loss of control of the administrator accounts, you agree to inform us immediately by contacting us at [support@trusaic.com](mailto:support@trusaic.com). Trusaic will provide control of the administrator accounts to an individual providing proof satisfactory to Trusaic demonstrating authorization to act on behalf of your organization. You agree not



to hold Trusaic liable for the consequences of any action taken by Trusaic in good faith in this regard. You acknowledge that Trusaic is not responsible for any loss or damage to your organization or to any third party incurred resulting from the loss of control of your organization's administrator accounts.

## 6. Single Sign On.

Trusaic may make available access the Website via single sign on, which allows a user to use one set of login credentials (e.g., name and password) to access multiple applications through or within the Website ("SSO"). Trusaic provides SSO for the convenience of its users. However, SSO adds a risk to security in that an attacker who gains control over a user's SSO credentials will automatically be granted access to every application to which the user has rights through the SSO.

## 7. Third-Party Websites/Third-Party Services Links.

The Website may contain hyperlinks to third-party websites ("Linked Sites"), either to make their content available to you or to enable you to communicate directly with those third parties. The Linked Sites are not under the control of Trusaic and Trusaic is not responsible for the availability of such external sites and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such sites. If you access a third-party website from the Website, you do so at your own risk, and the Terms and Privacy Policy of our Website do not apply to your use of such third-party sites. You agree to relieve Trusaic from any and all liability arising from your use of any third-party website, service, or content.

If you would like us to remove a link to your website that is included on the Websites, please contact us. See Contact Us (Section 29). Note that unless you have a legal right to demand removal, such removal will be at our discretion.

When linking to the Website, appropriate link text should always be used. From time to time, we may update the URL structure of the Website, and unless we agree in writing otherwise, you are responsible for updating said links. You must not use our logo to link to the Website without our express written permission. You must not frame the content of the Website or use any similar technology in relation to the content of the Website. Should we request the deletion of a link to any of the Websites that is within your control, you will delete the link promptly.

## 8. Permissible and Prohibited Uses.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these Terms and so long as you are in compliance with any applicable payment obligations. You warrant to Trusaic that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the



Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Website. Examples of prohibited uses of the Website include, but are limited to, the following: (a) deceptive and unfair trade practices; (b) placement on the site of any untrue, malicious, fraudulent, harassing, offensive or defamatory material, or any material that is irrelevant to a legitimate use of the Website; (c) introduction of viruses, worms or other programming routines that are intended to disrupt or interfere with the intended operation of the Website; (d) promotion of an unlawful activity or purpose, including any activity that could give rise to criminal or civil liability; (e) any activity that infringes on the copyright, patent, trademark or other rights of any person or entity; and (f) any manner that violates any applicable law, regulation or these Terms. If you engage in a prohibited use of the Website, you will be barred from any future use of the Website. Trusaic reserves the right to remove any content posted by any user that we determine in our sole discretion constitutes an impermissible use or a violation of these Terms.

## 9. Copyright and Other Proprietary Rights.

You acknowledge and agree that the Website and all information, data and content included therein, including, but not limited to, texts, graphics, logos, icons and images, as well as the compilation thereof, and any software used on the Website, is the property of Trusaic or its licensors and is protected by copyright law and other laws that protect intellectual property and other proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You agree not to modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works, or in any way exploit any content, in whole or in part, contained on the Website. Trusaic content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Trusaic and/or otherwise the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Trusaic or its licensors except as expressly authorized by these Terms.

The information contained in our newsletters, blogs, and articles on the Website ("Articles") is intended for informational purposes only. You may not copy or disseminate any of the Articles unless you provide a statement of attribution to Trusaic. While Trusaic may make updates or other changes to the Articles from time to time, Trusaic makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Articles. Any reliance you place on the Articles is therefore strictly at your own risk.

## 10. Copyright Infringement Notification.



We respect the intellectual property rights of others just as we expect others to respect our rights. Pursuant to Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(3) and any amendments and corresponding regulations (collectively, "Section 512"), a copyright owner or their agent may submit a takedown notice to our designated agent: Trusaic, attention: Legal, 520 South Grand Avenue, Suite 200, Los Angeles CA 90071, (877) 807-1055 or email at [legal@trusaic.com](mailto:legal@trusaic.com).

Such notice must comply with the requirements of Section 512(c)(3). Failure to do so will result in the notice not being processed.

#### 11. Information or Materials Provided by You.

Trusaic does not claim ownership of the information or materials you provide to Trusaic, or you provide on the Website (collectively "User Content"). However, by uploading or otherwise inputting your User Content on the Website, you are granting Trusaic permission to use your User Content in connection with any service that Trusaic may be providing to you. You represent and warrant that you own or otherwise control all of the rights to your User Content including, without limitation, all the rights necessary for you to upload or otherwise input the User Content.

We use Hotjar in order to better understand our users' needs and to optimize the services we provide the user experience. Hotjar is a technology service that helps us better understand our users' experience (e.g., how much time they spend on which pages, which links they choose to click, what users do and do not like, etc.) and this enables us to build and maintain our services with user feedback. Hotjar uses cookies and other technologies to collect data on our users' behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. Hotjar stores this information on our behalf in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf. For further details, please see the 'about Hotjar' section of Hotjar's support site.

#### 12. Your Personal Information.

You can view Trusaic's Privacy Policy at <https://trusaic.com/privacy-policy/>. You agree to the Privacy Policy, and any subsequent amendments posted by Trusaic. You agree that Trusaic may use and maintain your data according to the Privacy Policy, as part of any Service. You give Trusaic permission to combine identifiable and non-identifiable information you enter or upload to the Website with that of other users. For example, this means that Trusaic may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users to the extent permitted by applicable law.

#### 13. Accuracy of Information.



You acknowledge and agree that all information and materials contained in your User Content are true, accurate, current, and complete. You understand and agree that Trusaic must and will rely on the accuracy of your User Content in connection with any service that Trusaic may be providing to you. You further acknowledge and agree that if you provide Trusaic with incorrect or incomplete information or there is any error or omission in your User Content, Trusaic will not be liable for such incorrect or incomplete information, error or omission.

#### 14. No Professional Advice.

You acknowledge and agree that the Website and the Services are not intended as tax, accountancy, or legal advice of any nature. Although the Website and/or Services provide(s) access to various information and recommendations pertaining to tax, health benefits and coverage, employment and related issues, such content is provided for informational purposes only and should not be construed as tax, accountancy, or legal advice. You acknowledge and agree that you are solely responsible for determining the nature, potential value, and suitability, for yourself or your organization, of any information or recommendation obtained through the Services and/or contained on the Website. You acknowledge that, if any tax, accountancy, or legal advice is needed, you will take no action based upon such information or recommendation without first seeking independent tax, accountancy, or legal advice.

#### 15. International Usage.

The Website is controlled, operated and administered by Trusaic solely in our offices within the United States. You agree to comply with all local rules where you reside or your organization is located regarding online activities, email, and the Website. More specifically, but without limitation, you agree to comply with all applicable laws regarding the transmission of technical and personal data exported to or from the United States or the country in which you reside.

#### 16. Export Control/Economic Sanctions Compliance/Anti-Corruption.

The Website and the Services are subject to export control and economic sanctions laws, regulations, and orders issued by the United States and other countries with jurisdiction over transactions involving the Website and Services ("Export and Sanctions Laws"). Each party represents that it is not subject to any restrictions under Export and Sanctions Laws arising from the identification of any person or organization on a list that imposes comprehensive restrictions on exports or financial transactions. You will not require, encourage, or solicit the attendance to or use of the Website or any Services by individuals located in any destination subject to comprehensive export control or economic sanctions restrictions under applicable Export and Sanctions Laws, or otherwise use the Website or the Services in violation of Export and Sanctions Laws.

On behalf of your organization and yourself, you affirm that you have not and agree that you will not, in connection with the purchase of any of the Services or in connection with



any other business transaction involving Trusaic, make or promise to make any payment or transfer anything of value, directly or indirectly: (i) to any governmental official or employee (including employees of government corporations or instrumentalities); (ii) to any political party, official of a political party or candidate (or to an intermediary for payment to any of the foregoing); (iii) to any officer, director or employee of Trusaic; or (iv) to any other person or entity if such payment or transfer would violate the laws of the country in which made or jurisdiction in which you operate or conduct commerce, or the laws of the United States, including but not limited to the U.S. Foreign Corrupt Practice Act ("FCPA").

#### 17. Third-Party Beneficiaries.

The Website's underlying service provider(s), Trusaic, its business partners, third-party suppliers and providers, account providers, licensors, officers, directors, employees, distributors and agents are expressly made third party beneficiaries of these Terms. Except as set forth in the immediately preceding sentence, nothing expressed or implied in these Terms are intended to confer, nor shall anything herein confer, upon any person other than the foregoing parties and the respective permitted successors or assigns of such parties, any rights, remedies, obligations or liabilities whatsoever.

#### 18. Orders.

You may order certain Services using the then-current ordering process(es) to secure such certain Services. All orders are subject to acceptance by Trusaic in its discretion. All of the information provided by or on your behalf must be current, complete, and accurate, and you are responsible for keeping such information updated. Order information may be subject to automatic processing by Trusaic for the purposes of managing your account.

#### 19. Payment and Late Payments

All payments for all Services are to be paid pursuant an invoice issued by Trusaic and/or under the terms of a Separate Written Agreement. To the extent that a Separate Written Agreement applies and there is a conflict with these Terms, such Separate Written Agreement governs and controls.

Trusaic reserves the right, in its discretion, to (i) suspend or terminate any Service or any portion thereof for non-payment of fees, and (ii) impose a charge to restore archived data from delinquent accounts.

#### 20. Term.

Unless stated otherwise in an applicable separate written agreement, Trusaic may, in its sole discretion and without notice, restrict, deny, or terminate your use of the Website, effective immediately, in whole or in part, if Trusaic determines that your use of the Website, is improper or substantially exceeds or differs from normal use by other users,



raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Website and comply with applicable Trusaic policy, or if your use of the Website conflicts with Trusaic's interests or those of another user of the Website and/or otherwise violates the Terms. Upon Trusaic's notice that your use of the Website has been terminated you must immediately stop using the Website. Any such termination shall not affect Trusaic's rights to any payments due to it. Trusaic may terminate a free account at any time. Sections 9 through 40 of these Terms, as applicable, will survive and remain in effect even if your use of the Website is terminated.

#### 21. Indemnification.

You agree to indemnify, defend and hold harmless Trusaic, its officers, directors, employees, agents and authorized representatives ("Trusaic Parties"), and any affiliates, licensors and any other potentially relevant third parties (collectively, "Trusaic Affiliates"), for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website, your violation of any of the Terms, any rights of a third party, or any applicable laws, rules or regulations. Trusaic reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Trusaic Parties and/or Trusaic Affiliates, as applicable.

#### 22. Disclaimer of Warranties.

TRUSAIC MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE WEBSITE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED TO YOU ON AN "AS-IS," BASIS WITHOUT WARRANTY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. TRUSAIC DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITE WILL BE (I) UNINTERRUPTED, (II) IMPERVIOUS TO HACKERS, (III) ERROR FREE, (IV) THAT DEFECTS WILL BE CORRECTED, OR (IV) THAT THE SITE OR THE SERVER THAT MAKES SUCH SERVICES AVAILABLE ARE FREE OF VIRUS OR OTHER HARMFUL COMPONENTS. IF YOUR USE OF THE WEBSITE IS IN NEED FOR SERVING OR REPLACING EQUIPMENT OR DATA, TRUSAIC IS NOT RESPONSIBLE FOR ANY SUCH COSTS. TRUSAIC MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE MATERIALS, CONTENT, SOFTWARE, AND/OR LINKS IN THE WEBSITE.

#### 23. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRUSAIC BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES





WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES THROUGH THE WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TRUSAIC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

#### 24. Class Action/Jury Trial Waiver.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE WEBSITE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS TRUSAIC AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY USING THE WEBSITE, YOU AND TRUSAIC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. NOTWITHSTANDING THE FOREGOING, THE RIGHT TO TRIAL BY JURY SHALL NOT BE WAIVED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO ANY SERVICE PROVIDED BY TRUSAIC.

#### 25. Governing Law.

To the maximum extent permitted by law, these Terms are governed by the laws of the State of California, and you hereby consent to the exclusive jurisdiction and venue of the courts in Los Angeles, California in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

#### 26. Modification of Terms and Conditions of Use.

Trusaic reserves the right, in its sole discretion, to modify the Terms at any time by posting an updated version of the Terms on trusaic.com or by sending notification to the



email address associated with your account. The most current version of the Terms will supersede all previous versions. Your continued access or use of the Website constitutes your acceptance to the modified terms. Trusaic encourages you to periodically review the Terms to stay informed of our updates.

#### 27. Assignment/Entire Agreement.

Any rights and licenses granted hereunder may not be transferred or assigned by you, but may be assigned by Trusaic without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Unless otherwise specified herein, these Terms constitutes the entire agreement between you and Trusaic with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Trusaic with respect to the Website, except as to any separate written agreement for Services with Trusaic. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Terms and all related documents be written in English.

#### 28. No Formation of Joint Venture/Partnership/Employment/Agency Relationship.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Trusaic as a result of these Terms or use of the Website. Trusaic's performance under these Terms are subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Trusaic's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Trusaic with respect to such use. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

#### 29. Contact Us.

The Website is provided by Trusaic. If you have any questions regarding the Terms, please contact us by phone or email at:

Trusaic  
Attn: Legal Department  
520 South Grand Avenue, Suite 200  
Los Angeles, CA 90071



(213) 382-1115  
legal@trusaic.com

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by contacting them at:

Department of Consumer Affairs  
Attn: Complaint Assistance Unit  
1625 North Market Blvd., Suite N 112  
Sacramento, CA 95824  
(800) 952-5210  
(916) 445-1254

30. Some features, functionality and services on our Website may be explicitly governed by additional terms and conditions, including by third parties (“Additional Terms and Conditions”). You agree to review all such Additional Terms and Conditions relating to Trusaic’s products and services, as applicable to you. In the event of any conflict between these Terms and the Additional Terms and Conditions, the Third-Party Additional Terms and Conditions shall govern and control, unless they expressly state that these Terms will control.

31. Written Service Agreements. With respect to Services provided under a Separate Written Service Agreement, the General Terms of Service for written services agreements expressly override any contradictory Terms contained herein.