



END USER LICENCE AGREEMENT

Last updated October 17, 2022

Please read these Terms ("Terms") carefully as they are the binding terms and conditions that apply to your installation and use of ConfirmSend™ (the "Software").

YOU ACKNOWLEDGE AND AGREE THAT, BY INSTALLING THE SOFTWARE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE. If you accept or agree to these Terms on behalf of, or in your capacity as an employee, agent, or representative of a company or other legal entity, you represent and warrant that you have the authority to bind the company or other legal entity to these Terms and, in such event references to "you" will refer and apply to that company or other legal entity.

The Software is provided by JPMIT LIMITED (referred to herein as "ConfirmSend" or "we" or "us"), a London UK based company.

ConfirmSend is licensed to You (End-User) by JPMIT LIMITED, located and registered at Canary Wharf, London, England ('Licensor'), for use only under the terms of this Licence Agreement.

By downloading the Licensed Application from JPMIT LIMITED and any update thereto (as permitted by this Licence Agreement), You indicate that You agree to be bound by all of the terms and conditions of this Licence Agreement, and that You accept this Licence Agreement. Referred to in this Licence Agreement as 'Services'.

The parties of this Licence Agreement acknowledge that the Services are not a Party to this Licence Agreement and are not bound by any provisions or obligations with regard to the Licensed Application, such as warranty, liability, maintenance and support thereof. JPMIT LIMITED, not the Services, is solely responsible for the Licensed Application and the content thereof.

This Licence Agreement may not provide for usage rules for the Licensed Application that are in conflict with the latest ('Usage Rules'). JPMIT LIMITED acknowledges that it had the opportunity to review the Usage Rules and this Licence Agreement is not conflicting with them.

ConfirmSend when purchased or downloaded through the Services, is licensed to you for use only under the terms of this Licence Agreement. The Licensor reserves all rights not expressly granted to you. ConfirmSend is to be used on devices that operate with Microsoft Windows and are running Microsoft Office 2010, 2013, 2016, 2019 or Office365.

0. GENERAL

1. THE APPLICATION

2. SCOPE OF LICENCE

3. TECHNICAL REQUIREMENTS

4. NO MAINTENANCE OR SUPPORT

5. USE OF DATA

6. USER-GENERATED CONTRIBUTIONS

7. CONTRIBUTION LICENCE

8. REGISTRATION AND LICENSE KEY

9. LIABILITY

10. WARRANTY

11. PRODUCT CLAIMS

12. LEGAL COMPLIANCE

13. CONTACT INFORMATION

14. TERMINATION

15. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY
16. INTELLECTUAL PROPERTY RIGHTS
17. APPLICABLE LAW AND JURISDICTION
18. MISCELLANEOUS
19. LICENSING GRANT IN YOUR EMAIL
20. ACCEPTABLE USE POLICY
21. MONITORING OF CONTENT
22. SUSPENSION, MODIFICATION AND TERMINATION
23. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

0. GENERAL

These Terms constitute the entire agreement between ConfirmSend and you with respect to your installation and use of the Software. ConfirmSend's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more rights or provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable

1. THE APPLICATION

ConfirmSend ('**Licensed Application**') is a piece of software created to facilitate the checking of emails and/or calendar invitations prior to sending in the Microsoft Outlook. Client application. - and customised for mobile devices ('**Devices**'). It is used to facilitate the checking of emails and/or calendar invitations prior to sending in the Microsoft Outlook. Client application. This is to help meet the sender's requirements of GDPR compliance. .

2. SCOPE OF LICENCE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable licence to install and use the Licensed Application on any Devices that You (End-User) own or control and as permitted by the Usage Rules, with the exception that such Licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 You may not share or make the Licensed Application available to third parties (unless to the degree allowed by the Usage Rules, and with JPMIT LIMITED's prior written consent), sell, rent, lend, lease or otherwise redistribute the Licensed Application.

2.3 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof (except with JPMIT LIMITED's prior written consent).

2.4 You may not copy (excluding when expressly authorised by this licence and the Usage Rules) or alter the Licensed Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this licence, the Usage Rules, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorised third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

2.5 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.6 Licensor reserves the right to modify the terms and conditions of licensing.

2.7 Nothing in this licence should be interpreted to restrict third-party terms. When using the Licensed Application, You must ensure that You comply with applicable third-party terms and conditions.

2.8. License Grant

Subject to your compliance with these Terms, ConfirmSend grants to you a limited, non-exclusive, non-transferable, license to install and use the Software solely for your business or personal purposes. These Terms governs your use of the Software.

2.9. Trademarks

All trade names, trademarks, service marks, logos and other brand features (collectively, "Marks") used in or with this Software which identify ConfirmSend products and services or a third party's products and services are proprietary Marks of ConfirmSend and/or the relevant third parties. Except as expressly stated herein, nothing in this Software shall be deemed to confer on any person any license or right on the part of ConfirmSend or any third party with respect to any such Marks.

3. TECHNICAL REQUIREMENTS

If you want to get better performance, you can refer to the following recommended Windows 7/10/11 requirements:

Microsoft [Windows XP, Windows 7, Windows 10, Windows 11]

CPU: 2 GHz or faster.

RAM: 8 GB or more.

Hard Drive: 100 GB of storage space.

GPU: DirectX 9 graphics device.

Microsoft Office: 2010, 2012, 2016, 2019, Office365. [Microsoft Office Outlook]

3.1 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

3.2 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. NO MAINTENANCE OR SUPPORT

4.1 JPMIT LIMITED is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Licensed Application.

4.2 JPMIT LIMITED and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

5. USE OF DATA

You acknowledge that Licensor will be able to access and adjust Your downloaded Licensed Application content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and Licensor's privacy policy, which can be accessed by <https://www.jpmit.co>.

You acknowledge that the Licensor may periodically collect and use technical data and related information about your device, system, and application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to you (if any) related to the Licensed Application. Licensor may also use this information to improve its products or to provide services or technologies to you, as long as it is in a form that does not personally identify you.

6. USER-GENERATED CONTRIBUTIONS

The Licensed Application does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Licensed Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Licensed Application and through third-party websites or applications. As such, any Contributions you transmit may be treated in accordance with the Licensed Application Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- 6.1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- 6.2. You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Licensed Application, and other users of the Licensed Application to use your Contributions in any manner contemplated by the Licensed Application and this Licence Agreement.
- 6.3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Licensed Application and this Licence Agreement.
- 6.4. Your Contributions are not false, inaccurate, or misleading.
- 6.5. Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- 6.6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- 6.7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- 6.8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- 6.9. Your Contributions do not violate any applicable law, regulation, or rule.
- 6.10. Your Contributions do not violate the privacy or publicity rights of any third party.
- 6.11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- 6.12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- 6.13. Your Contributions do not otherwise violate, or link to material that violates, any provision of this Licence Agreement, or any applicable law or regulation.

Any use of the Licensed Application in violation of the foregoing violates this Licence Agreement and may result in, among other things, termination or suspension of your rights to use the Licensed Application.

7. CONTRIBUTION LICENCE

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions of other feedback regarding the Licensed Application, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

8. REGISTRATION AND LICENSE KEY

To obtain a license for the Software you must be a business or individual and aged 16 or older. We reserve the right to refuse service to anyone for any reason at any time.

You agree that the information that you provide to us in any registration for the Software and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times.

When you make a purchase you will be sent a license key within 24-48 hours. You are responsible for all activities that occur under your license key, and you should keep your license key confidential. You must notify ConfirmSend immediately of any unauthorized use of your license key or if you believe that your license key is no longer confidential. We reserve the right to require you to change your license key if we believe that your license key is no longer secure.

ConfirmSend does not collect or process any information, be it anonymized or in full for fraud or piracy prevention including the number of downloads or installations of the Software. ConfirmSend trusts the end user will use the software in good faith and within their legal scope.

9. LIABILITY

9.1 Licensors take no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Licence Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

10. WARRANTY

10.1 Licensors warrant that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensors warrant that the Licensed Application works as described in the user documentation.

10.2 No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorisedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware

or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of JPMIT LIMITED's sphere of influence that affect the executability of the Licensed Application.

10.3 You are required to inspect the Licensed Application immediately after installing it and notify JPMIT LIMITED about issues discovered without delay by email provided in Product Claims <https://app.termly.io/dashboard/website/c88db376-904d-42e7-a0a6-f6587a6abb2a/eula>. The defect report will be taken into consideration and further investigated if it has been emailed within a period of one (1) days after discovery.

10.4 If we confirm that the Licensed Application is defective, JPMIT LIMITED reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

10.5 In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify the Services Store Operator, and Your Licensed Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

10.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

11. PRODUCT CLAIMS

JPMIT LIMITED and the End-User acknowledge that JPMIT LIMITED, and not the Services, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Application or the End-User's possession and/or use of that Licensed Application, including, but not limited to:

11.1 product liability claims;

11.2 any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and

11.3 claims arising under consumer protection, privacy, or similar legislation.

12. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a UK/US Government embargo, or that has been designated by the UK/US Government as a 'terrorist supporting' country; and that You are not listed on any UK/US Government list of prohibited or restricted parties.

13. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact: feedback@confirmsend.co

14. TERMINATION

The licence is valid until terminated by JPMIT LIMITED or by You. Your rights under this licence will terminate automatically and without notice from JPMIT LIMITED if You fail to adhere to any term(s) of this licence. Upon Licence termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

15. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

JPMIT LIMITED represents and warrants that JPMIT LIMITED will comply with applicable third-party terms of agreement when using Licensed Application.

In Accordance with Section 9 of the 'Instructions for Minimum Terms of Developer's End-User Licence Agreement', subsidiaries shall be third-party beneficiaries of this End User Licence Agreement and - upon Your acceptance of the terms and conditions of this Licence Agreement, will have the right (and will be deemed to have accepted the right) to enforce this End User Licence Agreement against You as a third-party beneficiary thereof.

16. INTELLECTUAL PROPERTY RIGHTS

JPMIT LIMITED and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, JPMIT LIMITED, and not the Services, will be solely responsible for the investigation, defence, settlement, and discharge or any such intellectual property infringement claims.

Unless otherwise stated herein, ConfirmSend is and shall remain the owner or licensor, as applicable, of all intellectual property rights, including, but not limited to, copyright, patent, and database rights in the Software and all ConfirmSend created and owned content and materials used by ConfirmSend in connection with providing the Software. You may not publish, distribute, extract, re-utilize, or reproduce any component part or portion of the Software or ConfirmSend created and owned content or materials in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the limited use license set forth herein.

17. APPLICABLE LAW AND JURISDICTION

These Terms shall be governed by the laws of the EUA and are not applicable, without regard to their conflicts of law principles. The application of the United Nations Convention on Contracts for International Sale of Goods is expressly excluded. You agree to the exclusive jurisdiction of the Courts of the State of Michigan, U.S.A. and the United States federal district court located in Ingham County, Michigan, U.S.A. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. The parties to these Terms waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed 5 business days after the same shall have been deposited in the United States mail, postage prepaid. You waive any objection based on forum non conveniens and any objection to venue of any action instituted under these Terms by ConfirmSend in any jurisdiction. If you are a federal, state, or local government entity in the United States using the Software in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such entities, these Terms and any action related thereto will be governed by the laws of the state of your residence.

This Licence Agreement is governed by the laws of the United Kingdom excluding its conflicts of law rules.

18. MISCELLANEOUS

18.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

18.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

18.3 This software is exclusively offline. The ConfirmSend software does not communicate, transmit, upload, download, distribute data on to the internet. The software is solely a check prior to committing to the sending of emails or calendar invitations. The software does not in no way of form, alter, amend, edit, change the email or it's contents/attachments being sent in any way or form.

18.4 This software is subscription based. The licence issued will be for a period of time. Once the duration of the licence has expired. A new purchase of the licence will need to be made and a new licence key will be issued. The buyer will need to apply this new licence on each and every instance of software installed within the organisation.

18.5 The licence issued is for 1 organisation/entity only. The licence cannot be shared to multiple organisations/entities. Unlimited seats per organisation/entity per user profile/machines. If the licence is shared, it must be agreed with JPMIT LIMITED prior to being shared.

19. LICENSING GRANT IN YOUR EMAIL

ConfirmSend does not claim ownership rights in the material you send via email whilst using a licensed version of the software (your "Content"). For the sole purpose of enabling us to fulfil any instruction or orders from you with respect to your Content (the "Purpose"). ConfirmSend does not edit, amend, copy, upload, download, display, hold, or distribute your email contents.

You are responsible for all Content you send, share, or copy using the Software. By uploading, sharing, or copying Content to email, you agree that you have the legal right to do so.

Third party content provided to you by professionals or made available through third party websites or other resources may be protected by copyright and should not be distributed, shared or copied using the Software unless you are licensed by the owner of that third party content to do so. ConfirmSend nor JPMIT LIMITED bare no liability.

20. ACCEPTABLE USE POLICY

You agree not to use the Software:

- * for any unlawful purposes;
- * to upload, post, email or otherwise transmit or communicate any material that is obscene, pornographic, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libellous, or otherwise illegal;
- * to upload, post, email or otherwise transmit or communicate any material that you do not have a right to transmit or communicate under any contractual or fiduciary relationship or which infringes any copyright, trademark, patent or other intellectual property right or any moral right of any party including, but not limited to ConfirmSend;
- * to harm minors in any way, including, but not limited to, content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- * to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Software;
- * to upload, post, email or otherwise transmit any material which is likely to cause harm to ConfirmSend or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files

or programs designed to damage or allow unauthorized access to the Software which may cause any defect, error, malfunction or corruption to the Software;

- * to engage in any spamming of any kind or nature or any other duplicative or unsolicited messages, whether commercial or otherwise.

Violation of any of these provisions will result in the termination of your ConfirmSend license renewal and these Terms. While ConfirmSend prohibits violations of its acceptable use standards, you understand and agree that ConfirmSend cannot be responsible for the use, disposition, or sharing of your Content and that you use the Software at your own risk.

You further agree that you shall not:

- interfere with or disrupt (or attempt to interfere with or disrupt) this Software or servers or networks connected to this Software, or to disobey any requirements, procedures, policies or regulations of networks connected to this Software; or
- provide any information to ConfirmSend that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose.

21. MONITORING OF CONTENT

ConfirmSend does not control the Content of user accounts and does not have any obligation to monitor such Content for any purpose. You acknowledge that you are solely responsible for all Content and activity that occurs on your user account(s).

22. SUSPENSION, MODIFICATION AND TERMINATION

If you have an account, you may delete or download your Content and you may terminate your account at any time. Termination of your account shall not result in any refund of any fees paid.

You agree that ConfirmSend may at any time without notice:

- * refuse to accept your registration to use the Software
- * move, modify or suspend any part of the Software; or
- * terminate your account and delete any Content stored in your account if, in ConfirmSend's sole discretion, you fail to comply with any of these Terms or if a competent regulatory authority requires ConfirmSend to do so;
- * modify any username or other Content that could be deemed inappropriate by ConfirmSend or that is confusing with respect to any ConfirmSend products and services;
- * modify, delete or block any Content that contains any explicit/objectionable Content.

23. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE SOFTWARE, CONFIRMSEND'S SITES AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED BY CONFIRMSEND "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONALLY, CONFIRMSEND DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DIGITAL CONTENT OR VIDEO TO CONFIRMSEND, AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR CONTENT OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR CONTENT.



EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING PARAGRAPH, TO THE FULLEST EXTENT ALLOWED BY LAW, CONFIRMSSEND SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE SOFTWARE, CONFIRMSSEND'S SITE AND ALL RELATED PRODUCTS AND SERVICES, EVEN IF CONFIRMSSEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT SHALL CONFIRMSSEND BE LIABLE HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE UNDER THESE TERMS.