

Yourfavorite.com Routing Database Terms and Conditions for Private Use:

RoutingTool™ Software and the Routing Number Database provided as a compilation by yourfavorite.com, is a copyright database and is intended to be used for internal purposes only, and is not for resale. Using the RoutingTool™ database outside of the terms of this agreement, and without proper license, is prohibited, and illegal in the United States and Canada.

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, and other illegal activities including unauthorized account debits, are prohibited uses for RoutingTool™ Software and the RoutingTool™ database.

Once installed the creators of RoutingTool™ Software, and the database, assume no liability for misuse or fraud associated with the software package or information. Funds authentication and verification, record keeping, and privacy, are the sole responsibility of you the Customer, purchaser, and end user.

LIMITATION OF OBLIGATIONS AND LIABILITY

Yourfavorite.com will utilize its best efforts to maintain acceptable performance of services contracted for services, but yourfavorite.com makes absolutely no warranties whatsoever express or implied, including warranty of merchantability or fitness for a particular purpose. Yourfavorite.com cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system, via the Internet or using software products where information is stored. Yourfavorite.com will not be liable for the inadvertent disclosure of, or corruption, or erasure of, data transmitted or received or stored on its system or products.

Yourfavorite.com shall not be liable to Customer or any of its customers for any claims or damages which may be suffered by Customer or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, corruption of data, inability to access Internet, the software, or inability to transmit or receive information, inability to access information in a database, or improper use, or improper printing of drafts or checks, or service caused by, or resulting from, delays, non-deliveries, incorrect data, or service interruptions, associated with a yourfavorite.com software product, whether or not caused by the fault or negligence of yourfavorite.com.

Yourfavorite.com makes no guarantee that the data provided is accurate, or that checks processed using the data provided will have available funds, or that checks or drafts are actually valid when created with results from the RoutingTool™ database. Yourfavorite.com will not be liable for returned check charges or any other banking fees accrued while using the RoutingTool™ software

Customer will take all necessary measures to preclude yourfavorite.com from being made a party to any lawsuit or claim regarding yourfavorite.com services provided to any Customer or end user. Customer hereby agrees to indemnify and hold harmless yourfavorite.com from any and all claims of whatever nature brought by any of Customer's customers against yourfavorite.com.

PROPERTY RIGHTS

Yourfavorite.com owns all right, title and interest in yourfavorite.com's trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of plans and of the hardware and software systems and resources necessary to provide the individual service elements of which they consist. This agreement does not constitute a license to Customer to use yourfavorite.com's trade names or service marks. The use by Customer of the other property rights mentioned here is authorized only for the purposes of using the RoutingTool™ Software and RoutngTool™ database for internal purposes only.

CONFIDENTIALITY

Customer acknowledges that by reason of its relationship with yourfavorite.com hereunder, it may have access to certain information and materials relating to yourfavorite.com's business, plans, software technology, and marketing strategies that is confidential and of substantial value to yourfavorite.com, which value would be impaired if such information were disclosed to third parties. Customer agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by yourfavorite.com. This includes use of pieces of RoutingTool™ software or the RoutingTool™ database as a whole in the development of other software systems or similar projects that are not exclusively for internal use. Customer further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Customer of any such confidential information in its possession, and all confidential materials shall be returned to yourfavorite.com or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, yourfavorite.com shall be entitled to injunctive relief, which relief shall not be contested by Customer.

OTHER CONDITIONS

Other conditions and terms apply to this license agreement, including the official "Terms of Service" as published at the yourfavorite.com website. yourfavorite.com/about/tos.htm.

NONASSIGNABILITY

Customer's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of yourfavorite.com. RoutingTool™ Software cannot be sold or transferred in any way to a third party once it has been purchased and by the original Customer.

PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid by Suffolk Superior Court in Boston or any other court where proceeding regarding this contract may be held, then the remaining provisions shall nevertheless remain in full force and effect. yourfavorite.com and Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

ENTIRE AGREEMENT; MODIFICATIONS

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. yourfavorite.com may make changes to this agreement upon thirty (30) days' written notice to Customer, advising of the change and the effective date thereof.

Utilization of yourfavorite.com services and use of the CheckWriter™ or RoutingTool™ Software by Customer and/or its Customers, following the effective date of such change shall constitute acceptance by Customer of such change(s).

CheckWriter™ Software is ©Copyright 1996-2007, all rights reserved. Reproduction in full or part is strictly prohibited.

Notices and Approvals. You shall send any notice or request for approval to us at P.O. Box 230641, Boston, MA 02123.

Other terms and conditions.

You agree to also abide by all other terms and conditions published at yourfavorite.com and other affiliate sites, including the privacy policy published at the following URL: <http://www.yourfavorite.com/about/privacy.htm> and the terms of service for users at the following URL: <http://www.yourfavorite.com/about/tos.htm>, and the abuse policy listed at the following URL: <http://www.yourfavorite.com/about/abuse.htm>.

Please indicate your agreement to these terms and conditions by signing in the space provided below.

Full Name: _____

Company Name: _____

Title: _____

Address: _____

City, State, Zip _____

Your Signature: _____

Today's Date: _____