



## CLIENT TESTIMONIAL CONSENT AND RELEASE

Thank you for your willingness to submit a testimonial detailing the experience you've had working with PrimePay! This testimonial will be used only for promotional purposes on one or more of pages of the **PrimePay.com** website or in various print, electronic or other advertising or informational material.

In plain English, the language below simply states that:

1. You're giving PrimePay full rights to use the testimonial and logo for promotional purposes.
2. You are the owner or authorized representative of the business that has the power to grant this consent and release. Also, if for any reason using this testimonial and logo by PrimePay causes another third party to file suit against PrimePay, PrimePay is not responsible.
3. This testimonial is the most current testimonial and supersedes any previous testimonials.

**1. Consent, Release and Waiver.** I, in my individual capacity to the extent my name or likeness is used, and in my representative capacity on behalf of Client, irrevocably grant to PrimePay, LLC, its subsidiaries, affiliates, successors and those acting with its authority (all of the foregoing parties collectively referred to as "PrimePay"), with respect to all elements of my testimonial including all text, names, likenesses, artwork, images, my Client name, Client logo, trademark or trade name (collectively, my "Testimonial"): all copyrights and derivative rights in my Testimonial and a non-exclusive, perpetual right to use, publish, re-publish or reproduce my Testimonial by any means PrimePay sees fit for the limited promotional purpose stated above. I irrevocably waive any claim against PrimePay relating to the use of my Testimonial and promise not to bring any such claim or action in the future. I also waive any right to inspect, modify, approve or disapprove the layout, presentation or other aspect of my Testimonial after I submit it to PrimePay and understand that the Testimonial will be the property of PrimePay.

**2. Representations.** In giving my Testimonial I represent and that (i) I am the owner or an authorized representative of my business and that I have the power and authority to grant this consent and release, and (ii) my Testimonial or any related materials will not violate the rights of any third party or give rise to any claim that another party's rights have been or will be violated as a result of PrimePay's use or publication of my Testimonial. I understand and agree that I will be liable to PrimePay for any damage or cost (including reasonable attorney fees) it may suffer arising out of its use of my Testimonial. I also understand that PrimePay is not obligated to publish my Testimonial and that if it does, I will not be receiving royalties from PrimePay.

**3. Miscellaneous.** This Consent and Release is the entire agreement between me, Client and PrimePay regarding my Testimonial and it supersedes any previous written or oral communications, and it may not be changed in the future without both PrimePay and me agreeing to the change in writing. If any part of this Consent and Release is found to be invalid, that invalidity shall not affect the remainder of this Release and Consent. This Release and Consent shall be governed by the laws of the Commonwealth of Pennsylvania and I consent to exclusive personal jurisdiction and venue in Chester County, Pennsylvania.

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Client Name

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Individually and as Authorized Representative

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Date

Email the completed form back to the Marketing representative who sent it OR fax to 484-325-2453.

For questions, please contact Jeff Price at 484-323-1453 or email [jprice@primepay.com](mailto:jprice@primepay.com). Thanks!