

Terms and Conditions of Prime Trust Financial Website

These Terms and Conditions hereinafter called "Agreement", set forth the terms and conditions that apply to your access and use of the Prime Trust Financial Website, mobile applications, Services, and pages associated to or within <https://primetrustfinancial.com/> and all Services operated and offered through <https://primetrustfinancial.com/> hereinafter collectively mentioned and referred to as "Site" as owned and operated by Prime Trust Financial Corporation Limited, its subsidiaries and/or affiliates hereinafter collectively mentioned and referred to as "Prime Trust".

By accessing this site or using the Services, information, tools, features, software and functionality, offered by or through the Site you agree to be bound by the terms and conditions of this Agreement and understand that they may be amended from time to time in future.

Prime Trust does not agree to your use of the Site or Services, or your acceptance of this Agreement if you are under 18 years of age. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

1. Definitions

- 1.1. "Service" means any information, tools or features, service or product offered by Prime Trust through the <https://primetrustfinancial.com/> website and includes but is not limited to the Online Bill Payment Services.
- 1.2. "Online Bill Payment Services/Bill Payment" means the services offered by Prime Trust which allows a User to make payments to specified Billing Companies through the Site's Bill Payment platform.
- 1.3. "You" or "User" means a visitor browsing the Site or a Customer who has a registered account with the Site and uses one of the Site's Services.
- 1.4. "We" or "Us" any reference to "we" or "us" shall be a reference to Prime Trust.
- 1.5. "Biller" means the person or entity to which you wish a bill payment to be directed.
- 1.6. "Payment Instruction" means the information you provide to us for a bill payment to be made to the Biller (such as, but not limited to, Biller name and Biller account number).
- 1.7. "Business Day" means every Monday through Friday, excluding public holidays.
- 1.8. "Scheduled Payment Period" means the period of three Business Days after your credit card is debited within which, subject to the provisions hereof, your Biller account shall be credited with your payment.
- 1.9. "Due Date" means the date reflected on your Biller statement on which the payment is due. It is not the late date or grace period.
- 1.10. "Scheduled Payment" means a payment that has been scheduled through the Site but has not been submitted for processing.

2. Access to Website

- 2.1. All information submitted to Prime Trust via the Site shall be and remain the property of Prime Trust. Prime Trust shall be free to store and use for any legal purpose, any ideas, concepts, know-how or techniques contained in information a user to this Site provides in accordance with our Privacy Policy.
- 2.2. We will use our best efforts to include accurate and up to date information on this website, but we make no warranties or representations as to the accuracy of the information.

3. Bill Payment Services

- 3.1. In order to use the Bill Payment Services, you will need to provide us with details of your account held with your selected Biller and any information necessary for us to access your accounts with your Service Providers. Once you provide the information, you authorize Prime Trust to communicate with the Biller and tender Bill Payments in accordance with your Payment Instructions, on your behalf as agents solely for the purpose of providing the Services to you.
- 3.2. You are solely responsible for confirming the accuracy of the information you provide about each payment you send, including the email/physical address or telephone number of the Biller, and the amount of the transaction, and the Biller account to be credited with payment and this information shall constitute your Payment Instructions to Prime Trust.
- 3.3. You acknowledge that there may be charges for certain transactions and services when you elect to use the Bill Payment Services. You agree to accept and pay any fees prescribed by Prime Trust for the Bill Payment Services you use or subscribe to as described on the Sites.
- 3.4. You acknowledge and accept that Bill Payments may only be made to the Billers listed on the Site and Prime Trust reserves the right to add, suspend, or discontinue Bill Payment Services with any Biller from time to time.
- 3.5. Prime Trust reserves the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you.

4. Payment Authorization and Remittance

- 4.1. By initiating a payment through the Bill Payment Service, you authorize Prime Trust to charge or withdraw from the account specified by you (the "Funding Account"), for the bill amount detailed in your Payment Instructions plus any applicable fees.
- 4.2. If we are unable to access funds from your specified Funding Account to complete a bill payment transaction you request for any reason (for example, non-sufficient funds, closed account, inability to locate account, or reversal by you and/or your bank), the transaction may not be processed and completed.
- 4.3. If we are unable to access funds from your Funding Account for any reason, you agree that:
 - 4.3.1. you will reimburse Prime Trust immediately, upon demand, the transaction amount to the extent that we sent a payment to any Biller on your behalf;

- 4.3.2. you will reimburse Prime Trust for any fees imposed on us as a result of the transaction;
- 4.3.3. you will reimburse the Prime Trust for any fees, including reasonable attorney fees, we incur in attempting to collect the total amount of the transaction from you.
- 4.3.4. Additionally, you agree that Prime Trust may: (a) reverse any corresponding credit or direct deposits issued to you; (b) reverse any payments Prime Trust made to your Biller on your behalf; (c) apply any money currently held by Prime Trust to any amount owed to us; (d) initiate electronic fund transfer from your account to collect any unpaid amounts plus fees and cost incurred by us, in addition to any other legal remedies available to us.
- 4.4. Prime Trust shall not be responsible for any fees or charges incurred by you that results from your failure to maintain a balance in your Funding account that is sufficient to fund bill payments initiated by you.
- 4.5. You represent and warrant that you have the right to authorize Prime Trust to charge the Funding Account for payments you initiate using the Bill Payment Services. You will indemnify and hold Prime Trust harmless from any claims by any third party, including any other owner of the account related to Prime Trust's access to the Funding Account.
- 4.6. You authorize Prime Trust to receive payments returned to us from the Biller on your behalf and credit the Funding Account with such payment.
- 4.7. Prime Trust reserves the right to select the method in which to remit funds on your behalf to the Biller, and the method to return funds to you in the event your Funding Account is closed or otherwise unavailable to us.
- 4.8. You acknowledge that some Billers may not accept payment from certain funding sources and Prime Trust reserves the right to limit and determine the payment methods available on the Site for any Biller.
- 4.9. You agree that you will not hold Prime Trust liable for any damages resulting from a Biller not receiving payment made through the Bill Payment Services for any reason.
- 4.10. Prime Trust reserves the right to refuse to accept Payment Instructions if we reasonably believe that such refusal is advisable for legal or security reasons.
- 4.11. By using our Bill Payment Service, you authorize us to obtain financial information regarding your account from a Biller or your financial institution as is necessary to provide the Services herein.

5. Delays, Errors and Unauthorised Transactions

- 5.1. Due to circumstances beyond our control, particularly delays in handling and posting payments by Billers or financial institutions, there may be delays in the crediting of some transactions to your account. Prime Trust shall not be responsible for any such delay, but will only bear responsibility for satisfactorily proven and documented late fees or charges, not exceeding USD\$30, levied by a Biller in relation to bill payment details that we transmit to a Biller after the due date of the bill **PROVIDED THAT** the you sent the Bill Payment Instructions to us, five or more days before the bill's due date. Please note that once we transmit the relevant payment information to the Biller, the Biller has the sole responsibility for crediting your account.

5.2. We will use our best efforts to make all your payments properly. However, we shall not incur any liability whatsoever for any loss, damage, expense or cost of any kind, and any guarantee herein shall be void and of no effect if we are unable to complete any payment initiated by you because of the existence of any one or more of the following circumstances:

5.2.1. Your Funding Account is closed or does not contain sufficient funds to complete the transaction or the transaction would exceed the limit on your Funding Account;

5.2.2. Your bank or financial institution rejects or returns the payment from your Funding Account;

5.2.3. The payment processing center is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;

5.2.4. You have not provided us with the correct name, address, phone number, or account information for the Biller, or if any other information provided by you is incorrect;

5.2.5. Your payment is rejected, returned, mishandled, or delayed by the Biller for any reason; and/or

5.2.6. Circumstances beyond our control (such as, but not limited to, fire, flood, break or surge in electricity supply or interference from an outside force) prevent the proper execution of the transaction.

Provided that none of the foregoing exceptions are applicable, if our Service causes an incorrect amount of funds to be removed from your credit card or causes funds from your credit card to be directed to a Biller which does not comply with your Payment Instruction. We shall be responsible for returning the improperly transferred funds to your credit card, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges levied by the proper Biller. This shall be the full extent of our liability hereunder.

5.3. If you think a transaction was posted in error, or unauthorized, or you need more information about a transaction charged to your Funding Account, you must notify us no later than sixty (60) days after the queried transaction was posted. We may be notified via Telephone: (876) 968-7261, from Mondays to Fridays between the hours of 8 a.m. to 5 p.m., excluding public holidays or Email: info@primetrustfinancial.com. Your notice must include your full name, description of the transaction in question including the date and amount of transaction and explain as clearly as possible why you believe it is an error or why you need more information.

5.4. If you notify us of an error, unauthorized transaction or make an enquiry verbally, we may require that you send it in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you or receive written notification as is applicable and will correct any error promptly. Notwithstanding the foregoing, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation.

5.5. If it is determined that there was no error, or unauthorized transaction, we will send you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation.

- 5.6. If an error has resulted in your receiving more than you were entitled to, you agree to promptly refund the excess. You also agree that we may set off any amount you owe us from future payments due to you to recover such excess, in addition to any other legal remedies available to us.
- 5.7. Subject to the terms of this Agreement Prime Trust is not responsible for transactions done using your credit card since we offer the Service using a secure server and therefore have no access to the particulars of your credit card and no control over the use of your card. For the avoidance of doubt, we shall not be liable to you in respect of any transaction done using your credit card or credit card account number whether or not such transaction was done by a third party without your knowledge or consent.

6. Rejected or Returned Payments

- 6.1. You understand that Billers are not required to accept all payments made to them. You also understand that Billers, Payment processors, or the mail/package delivery service providers may return payments to us for various reasons which may include, but are not limited to: (a) the Biller's account number is not valid; (b) the Biller is unable to locate your account; or (c) your account with the Biller is paid in full. You agree that you will not hold Prime Trust liable for any damages resulting from a Biller returning or not accepting payment made through the Bill Payment Services for any reason.
- 6.2. In the event that your payment is rejected or returned we will use our best efforts to research and correct the returned payment and deliver it to your Biller or void the payment and credit your Funding Account.
- 6.3. Payments outstanding after a reasonable time based on the method of payment may be automatically voided by Prime Trust and the payment amount credited to your Funding Account.
- 6.4. You acknowledge and accept that you are responsible for reconciling your Account(s) and reviewing the status of bill payments made. If we are unable to complete a payment for any reason, we may, in a method of our choosing and at our sole discretion, provide you with notice. We will to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied payments to your Funding Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Payment Cancellation

- 7.1. Once you have submitted your Payment Instructions to us it cannot be cancelled or edited.

8. Unusual or Suspicious Activity

- 8.1. You acknowledge and accept that Prime Trust may monitor your transactions and processing activity for high-risk practices or for fraudulent transactions. We may also engage third-party service providers to assist in these efforts and other elements of the Bill Payment Services. We reserve the right to temporarily suspend or close your account

if we believe the account is engaged in suspicious or unusual activity. If suspended, we may require documentation from you to reinstate your access to the Bill Payment Services.

9. Termination

9.1. This Agreement shall continue to apply until terminated by you or Prime Trust.

9.2. Prime Trust may terminate or suspend your access to the Site or Bill Payment Services at any time, without reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement. In the event you or Prime Trust terminates your account, any payment(s) already processed by us before the requested termination date may be completed. You should verify payment directly with your intended Biller. We are not responsible for any payments not completed by us as a result of termination.

9.3. If you wish to terminate this Agreement with us, you must close your account (if applicable) with us and immediately discontinue accessing and using the Site and its Services. Your Account may be closed by following the instructions on the site or contacting us at 86 Half Way Tree Road, Kingston 10, Saint Andrew, Jamaica or via Telephone: (876) 968-7261, from Mondays to Fridays between the hours of 8 a.m. to 5 p.m., excluding public holidays or Email: info@primetrustfinancial.com.

10. Disclosure of Account Information to Third Parties

10.1. We may use standard Web tracking software to collect non-identifying information about visitors to its website such as: (i) date and time Site was accessed, (ii) City, State and Country from which access was made, (iii) web browser used, (iv) IP address.

10.2. Some areas of the Site may use a “cookie” temporarily stored in the visitor’s computer memory (RAM) to allow the web server to log the pages you use within the site and to know if you have visited the site before.

10.3. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations (i) Where it is necessary for completing transactions that you have requested; (ii) Where it is necessary for activating additional services; (iii) Where it is necessary in order to request that a Biller sends you your bill electronically; (iv) In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller; (v) To a consumer reporting agency for research purposes only; (vi) In order to comply with a governmental agency or court orders; or, (vii) If you give us your written permission.

10.4. All disclosures made by us will be in accordance with our Privacy Policy.

11. Account Information, Password and Security

11.1. To access our Services, you will need to sign up for an account with us. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address, your social security number or other identification numbers and/or requiring you to take steps to confirm ownership of your email address or financial instruments, or

verifying information you provide against third party databases or through other sources. If you do not provide this information or we cannot verify your identity, we can refuse to allow you to use the Services.

11.2. You are only authorized to use the Site and its Services for legal purposes.

11.3. You agree not to give or make available your Log-in ID, password, and security credentials (where applicable) to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use your account to access our Services, you are wholly responsible for any transactions that they authorize.

11.4. If you believe that your password has been lost or stolen or that someone may or has attempted to use your account without your consent, you must notify us at 86 Half Way Tree Road, Kingston 10, Saint Andrew, Jamaica or via Telephone: (876) 968-7261, from Mondays to Fridays between the hours of 8 a.m. to 5 p.m., excluding public holidays or Email: info@primetrustfinancial.com.

11.5. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made online only. All changes made are effective immediately for Scheduled and future payments paid from the updated information. You hereby agree that we are not responsible for any payment processing errors or fees incurred if you do not provide accurate information in your contact information, Payment Instructions or otherwise.

12. Availability of Service

12.1. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Prime Trust, in its sole discretion, may elect to take. In no event will Prime Trust be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime. Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, shall be for us to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

12.2. From time to time, we may include new and/or updated features in Services for your use or trial use. You understand and agree that your use or trial of new features is voluntary and Prime Trust is not obligated to provide you with any new and/or updated features. Furthermore, if you decide to use new or updated features you understand that you may be unable to revert to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the new or trial use version and any such use shall be at your own risk.

13. Links to other Websites

13.1. Prime Trust may establish links between this website and other websites operated by non-affiliated third parties. Prime Trust has no control over any other such websites, or

the contents or products offered therein and the existence of any such link shall not constitute and endorsement by us. All user access to any of these hyperlinks are at the user's own risk and the content, accuracy, opinions expressed, and other links provided are not investigated, verified, monitored, or endorsed by Prime Trust.

14. Rights Granted to Prime Trust

- 14.1. By accessing this site or using the Services, information, tools, features, software and functionality, offered by or through the Site you agree to be bound by the terms and conditions of this Agreement and understand that they may be amended from time to time in future.
- 14.2. By submitting information, data, passwords, usernames, PINs, other log-in information, materials or other content to Prime Trust through the Site, you are providing that content to us for the purpose of providing the Services in accordance with this Agreement and our Privacy Policy.
- 14.3. By using the Services, you expressly authorize us to access your Account Information maintained by identified third parties, on your behalf as your agent. You hereby authorize and permit us to use and store information submitted by you to accomplish the foregoing and to configure the Services so that it is compatible with the third-party sites for which you submit your information.
- 14.4. For purposes of this Agreement and solely to provide the Account Information to you as part of the Services, you grant Prime Trust a limited power of attorney, and appoint us as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN PRIME TRUST IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, PRIME TRUST IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD-PARTY SITE.
- 14.5. You understand and agree that the Services are not sponsored by any third party accessible through the Site. We are not responsible for any payment processing errors or fees or other Services-related issues, including those issues that may arise from inaccurate account information provided by you or third parties.

15. Intellectual Property Rights

- 15.1. The contents of the Site and its Services, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under applicable copyright, trademark and other laws.
- 15.2. The contents of the Site belong or are licensed to Prime Trust or its software or content suppliers.
- 15.3. Prime Trust grants you the right to view and use the Site and its Services subject to these terms. You may download or print a copy of information contained on the Site for your personal, internal and non-commercial use only. Any distribution, reprint or electronic

reproduction of any content from the Site in whole or in part for any other purpose is expressly prohibited without our prior written consent. You agree not to use, nor permit any third party to use, the Site or the Services or content in a manner that violates any applicable law, regulation or this Agreement.

16. Disclaimer of Representations and Warranties

16.1.THE SITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OR PROVIDED THROUGH THE SITE (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. PRIME TRUST, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SITE OR OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

16.2.NEITHER PRIME TRUST OR ITS SUPPLIERS MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SITES OR OF THE SERVICES (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

16.3.NEITHER PRIME TRUST OR ITS SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SITE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

17. Limitations on Prime Trust's Liability

17.1.PRIME TRUST SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE SITES, YOUR USE OF THE SERVICES, THE SITES OR THIS AGREEMENT, EVEN IF PRIME TRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PRIME TRUST'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF \$50,000.00 (FIFTY THOUSAND JAMAICAN DOLLARS).

18. Indemnification of Prime Trust

18.1. You shall defend, indemnify and hold harmless Prime Trust and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorneys' fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.

19. Alterations and Amendments

19.1. This Agreement, and the applicable fees and service charges may be altered or amended by us from time to time without notice. In such event, we shall not be obliged to inform users but shall ensure that the new terms and conditions are posted on the Site. Any use of the Service after we post new terms and conditions will be deemed to constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all prior versions obsolete. Consequently, Prime Trust reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only our more recent revisions and updates.

20. Governing Law and Disputes

- 20.1. Jamaican law governs this Agreement without regard to its conflicts of laws provisions.
- 20.2. In the event of a dispute regarding the Site or its Service, you hereby agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement.
- 20.3. If there is a conflict between what our employee or other representative says and the terms of this Agreement, the terms of this Agreement will prevail.
- 20.4. All disputes arising out of or connected with these terms and conditions and the use of our Site and Services shall be resolved between you and Prime Trust within 90 days of a complaint being lodged to the other party, failing which the dispute shall be resolved by Arbitration in accordance with the laws of Jamaica.
- 20.5. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section shall survive expiration, termination or rescission of this Agreement.

21. Assignment

21.1. You may not assign this Agreement to any other party. Prime Trust may assign this Agreement freely, and without any notice to you. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties without notice to you.

22. No Waiver

22.1. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by Prime Trust. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

23. Headings

23.1. The headings and subheadings of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.