

ELECTRONIC PAYMENT PROCESSING TERMS OF SERVICE

These Electronic Payment Processing Terms of Service (“Terms of Service”) are a legal agreement between you (“you,” “your”) and Payroc LLC dba iTransact dba Payroc (“iTransact,” “Payroc,” “we,” “our” or “us”) and govern your use of iTransact’s services, including card and other electronic payment processing services further described in Payment Terms herein, mobile applications, websites, software, hardware, and other products and services including but not limited to iTransact eCommerce Gateway Additional Terms of Service described herein, if applicable (collectively, the “Services”). If you are using the Services on behalf of a business, that business accepts these terms. By using any of the Services you agree to these Terms of Service and any policies referenced within (“Policies”), including terms that limit our liability (see Section 18) and require individual arbitration for any potential legal dispute (see Section 21). You also agree to any additional terms specific to Services you use (“Additional Terms”), such as those listed below, which become part of your agreement with us. You should read all of our terms carefully.

Payment Terms: These terms apply to all payments made through the Services.

iTransact eCommerce Additional Gateway Terms of Services: These terms apply when you use iTransact eCommerce Payment Gateway Services.

1. PRIVACY

Your privacy is very important to us. By accepting this Agreement, you confirm that you have read, understood and accepted our Privacy Policy. The iTransact’s Privacy Policy, explains how we collect, use and protect the personal and business information you provide to us.

2. ITRANSACT ACCOUNT REGISTRATION

You must open an account with us (an “iTransact Account”) to use the Services. During registration and account setup we will ask you for information, including your business or organization's name, business or organization legal name, date your business or organization was formed, the type of legal entity your business or organization is, your personal name and other business or organization and personal information. You must provide accurate and complete information in response to our questions, and keep that information current. You are fully responsible for all activity that occurs under your iTransact Account, including for any actions taken by persons to whom you have granted access to the iTransact Account. We reserve the right to suspend or terminate the iTransact Account of any user who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

3. REVISIONS, DISCLOSURES AND NOTICES

We may amend the Terms of Service, any Additional Terms, or our Policies, at any time with notice that we deem to be reasonable in the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a “Revised Version”). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your

continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute (as defined in Section 20) that arose before the changes will be governed by the Terms of Service, Additional Terms or Policies in place when the Dispute arose.

You agree to iTransact's E-Sign Consent. We may provide disclosures and notices required by law and other information about your iTransact Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your iTransact Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact iTransact Support. If we are not able to support your request, you may need to terminate your iTransact Account.

4. ITRANSACT E-SIGN CONSENT

iTransact, Inc. and its affiliates and third party service providers ("iTransact") may need to provide you with certain communications, notices, agreements, billing statements, or disclosures in writing ("Communications") regarding our products or services ("Services"). Your agreement to this E-sign Consent confirms your ability and consent to receive Communications electronically, rather than in paper form, and to the use of electronic signatures in our relationship with you ("Consent"). If you choose not to agree to this Consent or you withdraw your consent, you may be restricted from using the Services.

4-1. Electronic Delivery of Communications and Use of Electronic Signatures

Under this Consent, iTransact may provide all Communications electronically by email, by text message, or by making them accessible via iTransact websites or applications.

Communications include, but are not limited to, (1) agreements and policies required to use the Services (e.g. this Consent, the iTransact Privacy Policy, the iTransact Terms of Service, the iTransact Payment Terms, the iTransact eCommerce Additional Gateway Terms of Services, and the iTransact Commercial Entity Agreement), (2) payment authorizations and transaction receipts or confirmations, (3) account statements and history, (4) and all federal and state tax statements and documents. We may also use electronic signatures and obtain them from you.

4-2. System Requirements

To access and retain the electronic Communications, you will need the following:

4-2a A computer or mobile device with Internet or mobile connectivity.

4-2b For website-based Communications, a current web browser that includes 128-bit encryption. Minimum recommended browser standards are Microsoft Internet Explorer version 8.0 and above (see www.microsoft.com/ie for current version), Mozilla Firefox current version (see www.mozilla.com for current version), Apple Safari current version (see www.apple.com/safari for current version), or Chrome current version (see www.google.com/chrome for current version). The browser must have cookies enabled.

4-2c For application-based Communications, a mobile phone operating system that supports text messaging, downloads, and applications from the Apple App Store or Google Play store.

- 4-2d Access to the email address used to create an account for iTransact Services.
- 4-2e Sufficient storage space to save Communications and/or a printer to print them.
- 4-2f If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add noreply@messaging.ITranact.com to your email address book.

4-3. Paper Delivery of Communications

You have the right to receive Communications in paper form. To request a paper copy of any Communication at no charge, please write to Payroc LLC dba iTransact, 18312 West Creek Drive, Tinley Park, Illinois 60477 Attn: Customer Support - Legal ("iTransact Address") within 180 days of the date of the Disclosure, specifying in detail the Communication you would like to receive.

4-4. Withdrawal of Consent to Electronic Communications

You may withdraw your consent to receive electronic Communications at any time, by writing to the iTransact Address. However, withdrawal of your consent to receive electronic Communications may result in termination of your access to Services. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request.

4-5. Updating Your Email Address

You can change your email address by writing to the iTransact Address. You may also be able to change your email address yourself through the Services.

5. RESTRICTIONS

You may not, nor may you permit any third party, directly or indirectly, to:

- 5a. export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
- 5b. access or monitor any material or information on any iTransact system using any manual process or robot, spider, scraper, or other automated means;
- 5c. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
- 5d. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
- 5e. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from iTransact;
- 5f. use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement;
- 5g. transfer any rights granted to you under these Terms of Service;
- 5h. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
- 5i. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;

- 5j. use the Services for any illegal activity or goods or in any way that exposes you, other iTransact users, our partners, or iTransact to harm; or
- 5k. otherwise use the Services except as expressly allowed under these Terms of Service and applicable Additional Terms.

If we reasonably suspect that your iTransact Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your iTransact Account, and any of your transactions with law enforcement.

6. COMPATIBLE MOBILE DEVICES AND THIRD PARTY CARRIERS

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your computer, mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as “jail broken.”

7. YOUR CONTENT

The Services may include functionality for uploading or providing photos, logos, products, loyalty programs, promotions, advertisements and other materials or information (“Content”). You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media in order to provide and promote the Services. You retain all rights in your Content, subject to the rights you granted to us in these Terms of Service. You may modify or remove your Content via your iTransact Account or by terminating your iTransact Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches any duty toward or rights of any person or entity, including rights of publicity, privacy or trademark; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with iTransact's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose iTransact, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

8. COPYRIGHT AND TRADEMARK INFRINGEMENT

We respect the copyright and trademark rights of others and ask you to do the same. We have adopted a Copyright and Trademark Policy regarding claims that third party material infringes the copyrights or trademarks of others. We respond to all valid notices of such copyright and trademark infringement, and our policy is to suspend or terminate the access privileges of those who infringe the copyrights and trademarks of others.

9. SECURITY

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or iTransact Account or any other breach of security.

Notwithstanding Sections 20 and 21, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any iTransact Account subject to dispute) will be final and binding on all parties.

10. COMMUNICATIONS

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. These communications may be generated by automatic telephone dialing systems which will deliver prerecorded messages, including for the purposes of secondary authentication, receipts, reminders and other notifications. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you. You may opt-out of receiving communications by following the unsubscribe options we provide to you.

11. PAID SERVICES

iTransact may offer Services to be paid for on a recurring basis ("Subscription Services") or on an as-used basis ("A La Carte Services" and, together with the Subscription Services, "Paid Services"). iTransact has the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your iTransact Account settings or as otherwise agreed in writing ("Subscription Fee"). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage ("A La Carte Fees" and, together with Subscription Fees, the "Paid Service Fees").

Paid Service Fees may be paid by debit card, credit card, or deducted from your transaction proceeds. If you link a debit or credit card to your account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card.

Regardless of payment device, we reserve the right to collect Paid Service Fees by deduction from your transaction proceeds, the Balance (as defined in the Payment Terms) in your iTransact Account or your linked bank account.

Unless otherwise provided in a Subscription Service's terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time from your iTransact Account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days' advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

12. TERMINATION

We may terminate these Terms of Service or any Additional Terms, or suspend or terminate your iTransact Account or your access to any Service, at any time for any reason. We will take reasonable steps to notify you of termination by email or at the next time you attempt to access your iTransact Account. You may also terminate the Terms of Service and Additional Terms applicable to your iTransact Account by deactivating your iTransact Account at any time.

12-1. Effect of Termination

If these Terms of Service or your iTransact Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms of Service and any Additional Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under the Payment Terms, the following sections of these Terms of Service survive and remain in effect in accordance with their terms upon termination: 6 (Your Content), 7 (Copyright and Trademark Infringement), 12 (Effect of Termination), 14 (Ownership), 15 (Indemnity), 16 (Representations and Warranties), 17 (No Warranties), 18 (Limitation of Liability and Damages), 19 (Third Party Products), 20 (Disputes), 21 (Binding Individual Arbitration), 22 (Governing Law), 23 (Limitation on Time to Initiate a Dispute), 24 (Assignment), 25 (Third Party Service and Links to Other Web Sites), and 26 (Other Provisions).

13. YOUR LICENSE

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the software that is part of the Services, as authorized in these Terms of Service. We may make software updates to the Services available to you, which you must install to continue using the Services. Any such software updates may be subject to additional terms made known to you at that time.

14. OWNERSHIP

We reserve all rights not expressly granted to you in these Terms of Service. We own all rights, title, interest, copyright and other worldwide Intellectual Property Rights (as defined below) in

the Services and all copies of the Services. These Terms of Service do not grant you any rights to our trademarks or service marks.

For the purposes of these Terms of Service, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction. You may submit comments or ideas about the Services ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

15. INDEMNITY

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms of Service or any Additional Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; and (e) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

16. REPRESENTATIONS AND WARRANTIES

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these Terms of Service; (c) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act ("HIPAA"); (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these Terms of Service and applicable Additional Terms.

17. NO WARRANTIES

THE USE OF "iTransact" IN SECTIONS 17 AND 18 MEANS iTransact, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE

FOREGOING, iTransact SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. iTransact DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

iTransact does not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a third party. iTransact does not have control of, or liability for, goods or services that are paid for using the Services.

18. LIMITATIONS OF LIABILITY AND DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL iTransact BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, iTransact WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL iTransact BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR iTransact ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF iTransact IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF iTransact HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

19. THIRD PARTY PRODUCTS

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. iTransact MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

20. DISPUTES

“Disputes” are defined as any claim, controversy, or dispute between you and iTransact, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these Terms of Service, any Additional Terms, or the Services, or any other aspect of our relationship.

21. BINDING INDIVIDUAL ARBITRATION

You and iTransact agree to arbitrate any and all Disputes by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THESE TERMS OF SERVICE WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST iTransact. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). All Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (<https://www.adr.org>) according to this Section and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration so long as their matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in Chicago, Illinois, or another mutually agreeable location. The arbitrator’s award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. We will pay the arbitration fees due to the American Arbitration Association for individual arbitrations brought in accordance with this section. If you prevail on any claim for which you are legally entitled to attorney’s fees, you may seek to recover those fees from the arbitrator. For any claim where you are seeking relief, we will not seek to have you pay our attorney’s fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and iTransact also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the County of Cook, Illinois or federal court for the Northern District of Illinois.

22. GOVERNING LAW

These Terms of Service and any Dispute will be governed by Illinois law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to

be performed entirely within Illinois, without regard to its choice of law or conflicts of law principles.

23. LIMITATION ON TIME TO INITIATE A DISPUTE

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

24. ASSIGNMENT

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

25. THIRD PARTY SERVICES AND LINKS TO OTHER WEB SITES

You may be offered services, products and promotions provided by third parties and not by iTransact ("Third Party Services"). If you decide to use Third Party Services you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible for the performance of any Third Party Services. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by iTransact. Such third party websites are not governed by these Terms of Service. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Policy is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

26. OTHER PROVISIONS

These Terms of Service, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and iTransact regarding the Services. In the event of a conflict between these Terms of Service and any other iTransact agreement or Policy, these Terms of Service will prevail and control the subject matter of such conflict. If any provision of these Terms of Service or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These Terms of Service do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these Terms of Service will be deemed a further or continuing waiver of such term or any other term.

27. PAYMENT TERMS

By using iTransact ("iTransact," "we," "our," or "us") payment processing services ("Payment Services"), you agree to be bound by the Terms of Service, these additional terms and conditions ("Payment Terms") and all other terms, policies and guidelines applicable to the Services used. If you are using the Payment Services on behalf of a business or organization, that business or organization accepts these terms. Payment Services may only be used for business purposes in the fifty states of the United States of America and the District of

Columbia. Defined terms will have the same meaning as those found in the Terms of Service, unless otherwise re-defined herein.

27-1. Our Role

iTransact is a payment facilitator that allows you to accept Cards from customers for the payment for goods and services. We are not a bank and do not offer banking services as defined by the United States Department of Treasury. Our Payment Services allow you to accept payments from any US-issued and most non-US issued credit, debit, prepaid, or gift cards ("Cards") bearing the trademarks of American Express Travel Related Services Company, Inc. ("American Express"), DFS Services, LLC ("Discover"), MasterCard International Inc. ("MasterCard") and Visa Inc. ("Visa") (collectively, the "Networks"). You are not required to accept any card brand as a condition of receiving the Payment Services. We may remove or add Cards that we accept at any time without prior notice.

In order to serve in this role, we must enter into agreements with Networks, processors and acquiring banks. The Networks require that any person that signs up for an iTransact Account to use Payment Services (a "Seller") and processes more than Network specified amounts of Cards sales ("Card Network Specified Amounts") enter into an agreement directly with iTransact's acquiring banks. By accepting or otherwise agreeing to these Payment Terms, you agree to the terms and conditions of the Merchant Services Agreement for Sub-Merchants, effective as of the date you process such Card Network Specified Amounts. If you fail to agree to any Merchant Services Agreement for Sub-Merchants, we may suspend or terminate your iTransact Account. Similarly, if American Express considers you to be a high value customer, it may require that you maintain your agreement directly with American Express and designate iTransact as your agent for American Express payments. If that is the case, we will notify you of such requirement.

27-2. Your Authorization

In connection with the Payment Services, you authorize us to act as your agent for the limited purposes of holding, receiving, and disbursing funds on your behalf. Your authorization permits us to generate a paper draft or an electronic funds transfer to settle the proceeds of each Card transaction that you authorize, less any applicable Fees (as defined in Section 4) ("Proceeds"). Your authorizations will remain in full force and effect until your iTransact Account is closed or terminated. Our receipt of transaction funds satisfies your customer's obligations to make payment to you. We will remit to you funds actually received by us on your behalf, less amounts owed to us, subject to any Chargeback (as defined in Section 18) or Reserve (as defined in Section 14) withheld or applied. This authorization also permits us to debit any of your linked bank accounts at any time for the purposes specified in these Payment Terms and the Terms of Service. You also agree to be bound by any applicable rules of the National Automated Clearing House Association.

27-3. Prohibited Industries

You may not use the Payment Services for the following businesses or business activities: (1) any illegal activity or goods, (2) paraphernalia that may be used for illegal activity (3) buyers or membership clubs, including dues associated with such clubs, (4) credit counseling or credit repair agencies, (5) credit protection or identity theft protection services, (6) direct marketing or subscription offers or services, (7) infomercial sales, (8) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an

internet or telephone consultation, absent a physical visit, including re-importation of pharmaceuticals from foreign countries), (9) unauthorized multi-level marketing businesses, (10) inbound or outbound telemarketers, (11) prepaid phone cards or phone services, (12) rebate based businesses, (13) up-sell merchants, (14) bill payment services, (15) betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races, (16) manual or automated cash disbursements, (17) prepaid cards, checks, insurance or other financial merchandise or services, (18) sales of money-orders or foreign currency, (19) wire transfer money orders, (20) high-risk products and services, including telemarketing sales, (21) automated fuel dispensers, (22) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (23) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury (24) internet/mail order/telephone order of age restricted products (e.g., tobacco, alcohol), (25) occult materials, (26) hate or harmful products, (27) escort services, or (28) bankruptcy attorneys or collection agencies engaged in the collection of debt.

27-4. Our Fees

You agree to pay the applicable fees listed on our Fee Schedule ("Fees") for use of the Payment Services. All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the Balance (as defined in Section 15) in your iTransact Account. Subject to the Terms of Service and these Payment Terms, we reserve the right to change our Fees upon thirty (30) days' advance notice. You must agree to the change in Fees to continue to use the Payment Services. All Balances and all Fees, charges, and payments collected or paid through the Payment Services are denominated in US dollars.

27-5. Processing Errors

We will attempt to fix processing errors we discover. If the error resulted in your receipt of fewer funds than you were entitled, we will credit your iTransact Account for the difference. If the error results in your receipt of more funds than you were entitled, iTransact will debit the extra funds from your iTransact Account or your linked bank account. We will only correct transactions that you process incorrectly if you notify us of such an error. Your failure to notify us of a processing error within thirty (30) days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

27-6. iTransact Account Registration for Payment Services

You must open an iTransact Account to access any Proceeds. You confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate and that you are an authorized signatory for the business you represent. You must use your or your business' or organization's true and accurate name when opening a iTransact Account. This name will appear on the credit or debit card statements of your customers for all payments you accept using the Payment Services.

27-7. Underwriting and Identity Verification

iTransact will review the information you submit while signing up for the Payment Services. You authorize iTransact to request verifying information about your business or organization and identity verifying information about you personally, including a consumer report that contains

your personal name and address. iTransact may periodically obtain additional reports to determine whether you continue to meet the requirements for a iTransact Account. You permit iTransact to share information about you and your application (including whether you are approved or declined), and your iTransact Account with your bank or other financial institution, or as otherwise specified in the Privacy Policy. iTransact or its processor and/or acquiring bank may conclude that you will not be permitted to use the Payment Services.

27-8. Requests for Additional Information and Inspection

iTransact may request additional information from you at any time. For example, iTransact may ask you to present documentation with respect to any transaction, documentation about yourself including a government issued identification such as a passport or driver's license, business or organizational documents such as articles of incorporation or organization or a business license, or any other information. iTransact may also ask for permission to inspect your business or organization location. If you refuse any of these requests, your iTransact Account may be suspended or terminated.

27-9. Access to Proceeds

We will settle Proceeds to your verified bank account, subject to the payout schedule described in Section 11. If iTransact is not able to debit or credit the bank account you link to your iTransact Account, that bank account will be de-linked from your iTransact Account. If you do not have an ACH-enabled bank account linked to your iTransact Account, you may request a physical check for Proceeds. Check requests may be subject to a processing fee and an identity verification process. You must request a check or link an ACH-enabled bank account to your iTransact Account in order to receive your Proceeds.

27-10. Right of Setoff

To the extent permitted by applicable law, you grant us a security interest in, as well as a right of setoff against, and assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under these Payment Terms, all of your right, title, and interest in and to all of your accounts with us. You authorize us, without prior notice to you and irrespective of (i) whether we have made demand under these Payment Terms or any other related agreements; and (ii) whether the obligation is contingent, matured or unmatured, to the extent permitted by law, to collect, charge, and/or setoff all sums owing on the indebtedness against any and all such accounts and other obligations, and our option, to administratively freeze or direct any third party bank holding the account to freeze all such accounts to allow us to protect our security interest, collection, charge and setoff rights as provided for in this section.

27-11. Payout Schedule

iTransact will automatically initiate a payout of Proceeds to your valid, linked US bank account at the end of the business day before 5 p.m. PT (8 p.m. ET). If you adjust your business's close of day to a custom time, iTransact will group Proceeds for the 24-hour period preceding your custom time and initiate a payout at the end of that business day. iTransact will initiate a payout of Proceeds received on non-business days before the next business day.

27-12. Availability of Proceeds

We may defer or delay payout or restrict access to your Proceeds at our sole discretion for any reason including but limited to if we need to confirm any transaction activity related to your use of the Services including obtaining additional information about a transaction, conduct any investigation, or resolve any pending or potential dispute related to your use of the Services. We

also may defer payout or restrict access to your Proceeds as necessary to comply with applicable law or court order, or if requested by any governmental entity.

27-13. iTransact Account History

When a payment is made to your iTransact Account, we will update your iTransact Account activity on the website and provide you a transaction confirmation. The confirmation will serve as your receipt. Summaries of your iTransact Account activity, including monthly statements, are available on our website for up to one year of account activity. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your iTransact Account and your use of the Payment Services, and (b) reconciling all transactional information that is associated with your iTransact Account. If you believe that there is an error or unauthorized transaction activity is associated with your iTransact Account, you must contact us immediately.

27-14. Reserve for Holding Funds

We may withhold funds by temporarily suspending or delaying payouts of Proceeds to you and/or designate an amount of funds that you must maintain in your iTransact Accounts or in a separate reserve account (a "Reserve") to secure the performance of your obligations under any agreement between you and iTransact. We may require a Reserve for any reason related to your use of the Services. The Reserve will be in an amount as reasonably determined by us to cover potential losses or other risks to iTransact. The Reserve may be raised, reduced or removed at any time by iTransact, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in iTransact's favor, or otherwise as iTransact or its processor may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your iTransact Accounts, including any funds (a) deposited by you, (b) due to you, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve and also authorize us to make any withdrawals or debits from the Reserve or any bank account linked to any of your iTransact Accounts, without prior notice to you, to collect amounts that you owe us. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve.

27-15. iTransact Account Balances

While you have funds in your iTransact Account (your "Balance"), your Balance will be commingled and held with other participants' funds in one or more pooled accounts at one or more banks by us on your behalf and for the benefit of you and others holding balances (each a "Pooled Account"). We have sole discretion over the establishment and maintenance of any pooled account. We will not voluntarily make funds available to our creditors in the event of bankruptcy or for any other purpose. You will not receive interest or any other earnings on any funds that we handle for you. As consideration for using the Payment Services, you irrevocably assign to us all rights and legal interests to any interest and/or other earnings that may accrue or are attributable to our holding of your Balance in a Pooled Account or Reserve.

27-16. Our Set-off Rights

To the extent permitted by law, we may set off against the Balances for any obligation you owe us under any agreement with iTransact (e.g., Chargebacks or refunds). If you owe us an amount that exceeds your Balance, we may charge or debit a payment instrument registered in

your iTransact Account or any connected iTransact Account (as well as set off against any Balance in any connected iTransact Account). Your failure to fully pay amounts that you owe us on demand will be a breach of these terms. You are liable for any of our costs associated with collection in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest.

27-17. Dormant iTransact Accounts

If you do not process payments through your iTransact Account for an extended period of time or have not linked a valid bank account, you may have a Balance that is deemed "unclaimed" or "abandoned" under your state's law. If this occurs, iTransact will provide you with notice as required by applicable law and instructions for how to deposit your Balance. If funds still remain in your iTransact Account, iTransact will escheat such funds as required by applicable law or, as permitted, to iTransact.

27-18. Your Liability for Chargebacks

There may be times when your customer may not be the authorized user of the Card or your customer may otherwise dispute or contest the transaction. In these instances, the amount of a transaction may be reversed or charged back to your iTransact Accounts (a "Chargeback") if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a customer or its financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, (d) is allegedly unlawful, suspicious, or in violation of these terms. You agree to comply with the Chargeback process and to the liability associated with such Chargebacks.

27-19. Our Collection Rights for Chargebacks

For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. We may recoup the amount of any Chargeback and any associated Fees, fines, or penalties listed in the Fee Schedule or assessed by a Network or our processor from your iTransact Accounts (including any Reserve), any proceeds due to you, or any bank account or other payment instrument linked to any of your iTransact Accounts. If you have pending Chargebacks, we may delay payouts from your iTransact Account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you until such time that: (a) a Chargeback is assessed due to a customer complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which your customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you agree to pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.

27-20. Excessive Chargebacks

If we believe you might incur, or you are incurring, an excessive amount of Chargebacks, we may establish additional conditions governing your iTransact Account, including (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, or (d) terminating or suspending the Payment Services.

27-21. Contesting Chargebacks

You will assist us when requested, at your expense, to investigate any of your transactions processed through the Payment Services. To that end, you permit us to share information about a Chargeback with the customer, the customer's financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, we will release corresponding reserved funds to your iTransact Account. If a Chargeback dispute is not resolved in your favor by the Network or issuing bank or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in these terms. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within fifteen (15) days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

27-22. Restricted Use

You will not act as a payment facilitator or otherwise resell the Payment Services to any third party. You will not use the Payment Services to handle, process or transmit funds for any third party. You also may not use the Payment Services to process cash advances.

27-23. Unauthorized or Illegal Use

You will only accept Cards for transactions that are allowed by applicable law. We may decide not to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of these terms or any other agreement with iTransact, or that it exposes you, your customers, other iTransact Sellers, our processors or iTransact to harm. Harm includes fraud and other criminal acts. If we suspect that your iTransact Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your iTransact Account, and any of your transactions with law enforcement and, as deemed necessary by iTransact, our payment processing and financial institution partners.

27-24. Assignment of Receivables

With the exception of your participation in a merchant cash advance or other similar merchant financing programs, or as otherwise required by applicable law, you will not assign Card receivables or proceeds due to you under these terms to any third party.

27-25. Applicable Network Rules

By using the Payment Services, you agree to comply with all applicable bylaws, rules, and regulations set forth by the Networks ("Network Rules"). The Networks amend their rules and regulations from time to time. iTransact may be required to change these terms in connection with amendments to the Network Rules. Significant portions of the Network Rules are available to the public at <https://visa.com>, <https://www.mastercard.com>, and <https://www.americanexpress.com/merchantopguide>. In the event of inconsistency between a Network Rule and these Payment Terms, and except as otherwise agreed between iTransact and the Network, the Network Rule shall apply.

27-26. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason for your use of the Payment Services ("Taxes"). You

also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. iTransact specifically disclaims any liability for Taxes. If in a given calendar year you process (i) more than \$20,000 in gross amount of payments and (ii) more than 200 payments, iTransact will be required by law to report information about you and your use of the Payment Services to the Internal Revenue Service (“IRS”). For purposes of determining whether you have met the IRS reporting threshold, the gross amount does not include any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts or any other amounts. Whether you reach \$20,000 in payments or more than 200 payments will be determined by looking at the taxpayer identification number (“TIN”) associated with your iTransact Account, including the applicable entity identification number (“EIN”) or applicable social security number (“SSN”).

27-27. Network Logos and Marks

Your use of Network logos and marks (“Marks”) is governed by the Network Rules; you must familiarize yourself with and comply with these requirements. The Networks are the sole and exclusive owners of their respective Marks. You will not contest the ownership of the Marks, and any Network may prohibit you from using its Marks for any reason and at any time. iTransact may require you to make modifications to your Website or other advertising and signage in order to comply with Network Rules related to the Marks.

27-28. PCI Compliance

If you store, process or transmit cardholder data, you will comply with the applicable Payment Card Industry Data Security Standards (PCI-DSS), as well as any requirements under the Network Rules. You will cooperate in forensic investigations as required by iTransact or its partners. For additional information, including tools to help you assess your compliance, see <http://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

27-29. Failure to Comply with Network Rules or Security Standards

Notwithstanding Section 34 of these terms or Section 15 of the Terms of Service, you understand that your failure to comply with the Network Rules or the PCI-DSS security standards, including the compromise of any Card information, may result in fines or other losses to iTransact. You will indemnify us and reimburse us immediately for any fines or losses directly or indirectly caused by you and/or your agents’ actions.

27-30. Receipts

You will request that your customer personally sign for all transactions greater than \$25 when your customer is present. You must make a written receipt available to your customers for any transaction greater than \$15. You may give your customers the option to receive or decline a written receipt.

27-31. Receipts for 501(c)(3) Organizations

If you operate a 501(c)(3) organization, you may offer iTransact electronic receipts to your donors as a convenience, by completing the required fields in the “Account” section of our website. You acknowledge that not all payments made to your organization may be eligible for classification as “tax deductible to the extent allowed by law,” and you assume full responsibility

for the classification of your transactions. iTransact specifically disclaims any liability in this regard.

27-32. Customer Service

You are solely responsible for all customer service policies and issues relating to your goods or services, including pricing, order fulfillment, cancellations or no shows by you or a customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us. As between you and us, we are solely responsible for customer service issues relating to any iTransact Account, payment, Card processing, debiting or crediting.

27-33. Refunds and Returns

By accepting Card transactions through the Payment Services, you agree to process returns of, and provide refunds and adjustments for, your goods or services through your iTransact Account in accordance with these Payment Terms and Network Rules. Network Rules require that you disclose your return or cancellation policy to customers at the time of purchase. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the customer for postage that the customer paid to return merchandise. If your refund policy prohibits returns or is unsatisfactory to the customer, you may still receive a Chargeback relating to such sales. You can process a refund through your iTransact Account up to sixty (60) days from the day you accepted the payment. If your available iTransact Balance is insufficient to cover the refund, iTransact will withdraw up to the requested refund amount (the sale amount minus the initial transaction fee) from a payment instrument registered with your iTransact Account or any connected iTransact Account and credit it back into your customer's Card. The Fees are also refunded by iTransact, so the full purchase amount is always returned to your customer. iTransact has no obligation to accept any returns of any of your goods or services on your behalf.

27-34. Additional Indemnity

In addition to Section 15 of the Terms of Service, you will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to any transaction submitted by you through the Payment Services (including the accuracy of any content or product, service, or transaction information that you provide or any claim or dispute arising out of products or services offered or sold by you).

27-35. Additional Representations, Warranties, and Covenants

In addition to Section 16 of the Terms of Service, with each Card transaction you process through the Payment Services, you represent, warrant and covenant to us that: (a) the Card transaction represents a bona fide sale; (b) the Card transaction accurately describes the goods and/or services provided to the customer; (c) you will fulfill all of your obligations to the customer and will resolve any dispute or complaint directly with the customer; (d) you and the Card transaction comply with all federal, state, and local laws, rules, and regulations applicable to you

and your business, including any applicable tax, wage and hour, and tip laws and regulations; (e) except in the ordinary course of business, you are not submitting a transaction that represents a sale to any principal, partner, proprietor, or owner of your entity; and (f) you are not submitting a transaction involving your own Cards (except for reasonable test swipes).

27-36. Termination of Payment Services

iTransact may Terminate your use of the Payment Services at any time for any reason. Any termination of these terms does not relieve you of obligations to pay Fees or costs accrued prior to the termination, Chargebacks, and any other amounts owed to us as provided in these Payment Terms or the Terms of Service. If your access to Payment Services has been terminated, you may still be permitted to use iTransact's other products, subject to our discretion.

27-37. Payment Services Upon Closure of Your iTransact Account

Closure of your iTransact Account will cancel any pending transactions. Any funds that we are holding in custody for you at the time of closure, less any applicable Fees, will be paid out according to your payout schedule, subject to the other conditions in these Payment Terms. If an investigation is pending at the time you close your iTransact Account, we may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds, we will release those funds to you.

28. SURVIVAL

The following sections will survive termination of these Payment Terms, in addition to those that survive under Section 12 of the Terms of Service: 5 (Processing Errors), 7 (Underwriting and Identity Verification), 9 (Access to Proceeds), 10 (Right of Setoff), 11 (Payout Schedule), 12 (Availability of Proceeds), 13 (iTransact Account History), 14 (Reserve for Holding Funds), 15 (iTransact Account Balances), 16 (Our Set-off Rights), 17 (Dormant iTransact Accounts), 18 (Your Liability for Chargebacks), 19 (Our Collection Rights for Chargebacks), 20 (Excessive Chargebacks), 21 (Contesting Chargebacks), 26 (Taxes), and 32 (Customer Service).

ITRANSACT ECOMMERCE GATEWAY ADDITIONAL TERMS OF SERVICES

These iTransact eCommerce Gateway Additional Terms of Service (hereinafter the “Agreement”) govern your use of iTransact eCommerce payment gateway services and various other related products and services, including value-added products and services, more fully described as such descriptions may be changed from time to time, provided directly or through Third Party Service Providers (the “Payment Gateway Services”) and offered by Payroc LLC dba iTransact (“Payment Gateway”, “iTransact”, “we”, “our”, or “us”). By using the Payment Gateway Services you agree to and accept the terms and conditions of this Agreement, the E-Sign Consent, and the Terms of Service, and all other terms, policies, and guidelines applicable to the Payment Gateway Services including but not limited to those that might apply in the Payment Terms. If you are using the Payment Gateway Services on behalf of a business, organization or entity, that business, organization or entity accepts this Agreement and all the terms and conditions in this Agreement

NOW THEREFORE, you and/or your company, (“You” or “Your”) agree as follows:

1. DEFINITIONS:

“Acquirer” or “Acquiring Bank” or “Acquiring Institution” means the financial institution supplying You with the ability to accept credit cards for payments. The financial institution will charge You fees for providing these services.

“ACH” or “Automated Clearing House” means an electronic network that allows the exchange and settlement of electronic payments between financial institutions.

“Affiliate Partner” means any third party through whom Payment Gateway may offer the Payment Gateway Services to You, including but not limited to an “ISO” or “Independent Sales Organization”, Merchant Service Provider (“MSP”), Value Added Reseller (“VAR”), Application Service Provider (“ASP”), Acquiring Bank and Financial Institution.

“API” or “Application Programming Interface” means an interface allowing integration with a programmable software package or platform. API also includes “mobility”, further defined as applications whether for mobile, mobility, desktop or other similar platform use, whether developed and disseminated by Payroc LLC dba iTransact or you with our written consent.

“AVS” or “Address Verification Service” for the purposes of this agreement shall mean a response generated by the Issuing Bank to indicate the level of accuracy of a given address based on the billing address of the customer's credit card.

“Batch” means any bulk processing of Transactions, or a bulk settlement submitted to a Processor by Payment Gateway including credit card, ACH, or other related transactions.

“Card Association” for the purposes of this Agreement means a network of Issuing Banks and Acquiring Banks that process payment cards of a specific brand. Without limiting the foregoing

definition, American Express, Discover Financial Services, JCB International, MasterCard International Inc., Visa Inc., Visa International Inc., and any other payment card company belong to the Card Association.

“Close Batch” means the process of sending a batch of transactions for settlement.

“Confidential Information” means any information, data, trade secrets, know-how, directly, or indirectly, in writing or orally or by inspection of samples, equipment or facilities, including but not limited to past, present and future research, products, product plans, services, services documentation (in whatever form or media provided) customers, customer lists, user data, revenue, markets, software developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration, marketing, marketing materials, financial or other business information, or the financial terms of this Agreement.

“Discount Rate” means the one of the fees charged by Your financial institution or other Third Party Service Provider to You for services associated with processing card transactions or fees charged by Payment Gateway to You for other payment methods.

“Effective Date” means the earlier of the date You agree to the terms and conditions of the Agreement by (i) clicking the “I AGREE” button associated with the Agreement; or (ii) by using Payment Gateway Services or (iii) acknowledging Your acceptance of the Agreement by any other method, including without limitation execution of a merchant account application that incorporates the Agreement by reference.

“Fee Schedule” means a list of fees and charges that is accepted by You and paid by you to Payment Gateway.

“Interchange Fee” means the fee set by and collected by the Card Association from Your financial institution (Acquiring Bank) and paid to the issuing financial institution (Issuing Bank) to cover expenses incurred in billing the cardholder.

“IP Address” means an internet address usually represented in dotted decimal, e.g. “127.0.0.1”.

“Issuing Bank” means the financial institution that issues Card Association branded Payment Cards directly to consumers.

“PCI DSS” means Payment Card Industry Data Security Standard.

“Privacy Policy” means the then current Payment Gateway Privacy Policy which can also be found on the internet at: <https://www.payroc.com/privacy-policy>

“Return Payment Fee” is a fee charged to You by Payment Gateway on each occurrence when Payment Gateway is unable to collect fees on Your Account for any reason, including but not limited to insufficient funds, closed account, or any other negative response.

“Third Party Service Provider” for purposes of this Agreement means an entity that provides bank and/or merchant payment services including, but not limited to billing, reporting, customer service, authorization, and settlement services.

“Trademark(s)” means all common law or registered trademark(s), service mark(s), trade name(s) and trade dress rights and/or similar or related rights under any laws of any country or jurisdiction, including but not limited to the United States of America whether existing now or hereafter adopted.

“Transaction(s)” means any billable occurrence completed or submitted under Your Account including but not limited to sale, void, refund, credit, offline force, capture, authorization, validate, update or settlement regardless of whether approved or declined.

“VAR” or “Value Added Reseller” means any third-party vendor that enhances or modifies existing hardware or software, adding value to the services provided by the processor or acquirer.

“Value Added Service(s)” means the following Payment Gateway Services, including but not limited to: tokenization, secure vault services, Level II or Level III business card processing, additional fraud services, Quickbooks or other accounting system integrations and /or any other additional service or product offered by Payment Gateway now or in the future.

2. TERM

The term of the Agreement shall commence on the Effective Date and shall remain in full force and effect until terminated pursuant to Section 10.

3. LEGAL

By accepting the terms and conditions of this Agreement, You represent and warrant that (i) You have the legal authority to accept the terms and conditions of this Agreement on behalf of Your company and that such acceptance will be binding on Your company, (ii) all information You have provided to Payment Gateway is true and correct in all respects, and (iii) You will update Payment Gateway in writing with any changes to information You have previously supplied. In furtherance of Your representations, Payment Gateway reserves its right to refuse to provide You with any Payment Gateway Service and terminate this Agreement, with or without notice, if You have supplied any information which is misleading, untrue, inaccurate or incomplete.

4. USE OF PAYMENT GATEWAY SERVICES

4.1 Payment Gateway Grant

(a) You are hereby granted a non-exclusive right to use the Payment Gateway Services during the Term hereof so long as You are current in paying all applicable fees as referenced in Section 8 and Section 9 hereof, subject to the restrictions contained herein and restrictions communicated to You in the future by Payment Gateway. Payment Gateway shall provide the Payment Gateway Services to You in all material respects in accordance with the terms and conditions of this Agreement and Your rights are granted solely for the purposes contained herein and for no other purpose.

(b) Your use of the Payment Gateway Services shall be restricted to You. You shall not submit Data or Transaction data to Payment Gateway or otherwise process orders on behalf of any other entity or individual. Any attempt by You to use the Payment Gateway Services on behalf of another entity or individual may result in Your obligation to pay to Payment Gateway additional fees and charges and/or Payment Gateway may revoke Your right to use the Payment Gateway Services and terminate this Agreement.

(c) In connection with the exercise of Your rights and obligations under this Agreement including, without limitation, any related to individual privacy, You will comply, at Your own expense, with all applicable laws, regulations, rules, ordinances and orders of governmental authorities having jurisdiction. You shall not use the Payment Gateway Services in any manner, or in furtherance of any activity that may cause Payment Gateway to be subject to investigation, prosecution, or legal action.

(d) Payment Gateway reserves the right to amend, modify or change its policies, procedures, and guidelines and You shall comply with all then current policies, procedures, and guidelines of Payment Gateway governing the Payment Gateway Services.

5. DATA SECURITY, COLLECTION, TRANSFER AND RETENTION

5.1 Payment Gateway's Duties

(a) You understand Payment Gateway will collect, retain, use and share information and data collected from You and your customers in accordance with Payment Gateway's then current Privacy Policies. You hereby consent, as a condition of Your enrollment in and use of the Payment Gateway Services, to the collection, use, processing and transfer of personal data as described in Section 5 and Payment Gateway's Privacy Policies.

(b) You understand that Payment Gateway may collect and hold personal or non-public information about You and Your customers, including but not limited to: Your name, address, telephone number, e-mail address, social security number and/or tax identification number and payment data as well as Your customers' names, mailing & shipping addresses, email addresses, phone number, types of purchases and descriptions of purchases ("Data") for the purpose of considering eligibility for the Payment Gateway Services and for the purpose of providing You and your customers with the Payment Gateway Services. You also understand and agree that Payment Gateway, its subsidiaries, Affiliate Partners, Third Party Service Providers, suppliers and/or their agents and/or contractors may transfer Data among themselves as necessary for the purpose of the provision and management of the Payment Gateway Services and that Payment Gateway may further transfer Data (i) with non-affiliated entities that assist Payment Gateway in providing products and services that You have requested; (ii) with companies that provide support services to Payment Gateway; (iii) with companies that provide marketing services on behalf of Payment Gateway; or (iv) as otherwise provided by law.

(c) You further understand that in evaluating Your eligibility for, provision of, administration and management of the Payment Gateway Services, as well as under circumstances described in the Privacy Policy that may be changed from time to time, that Payment Gateway may obtain various consumer reports regarding You from third parties, run a credit check or obtain other personal or credit information about You.

(d) You further understand that while Payment Gateway uses commercially reasonable efforts to safeguard Data and Transaction data transmitted while using Payment Gateway Services,

Payment Gateway does not warrant that Data and Transaction data will be transported without unauthorized interception or modification or that Data or Transaction data will not be accessed or compromised by any unauthorized third parties.

(e) With respect to the Payment Gateway Services, at all times while this Agreement is in effect, Payment Gateway will maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS).

5.2 Your Duties

(a) You agree that you will comply at all times with all applicable and then-current legal obligations and security measures including without limitation those issued by the United States Government, Federal, State and Municipal laws and ordinances, Card Association, the Federal Trade Commission, PCI DSS and any other governing body. You agree that you will comply with all Payment Gateway security protocols, notices and safeguards in effect during the term of this Agreement. You warrant that You have taken such precautions as are necessary to ensure that Your data and Your customer data is protected and that Your electronic systems are secure from breach, intrusion or compromise by any unauthorized third parties. In the event that Your system is breached and an unauthorized third party has access to or has accessed Data or Transaction data, You shall notify the designated parties as required under any applicable laws or industry guidelines and shall immediately notify Payment Gateway of such breach and take such prompt action and precautions as necessary to prevent any continuous or additional breach.

(b) You are solely responsible for the security of data residing on server(s) owned or operated by You, Third Party Service Provider, or a third party designated by You (e.g., a web hosting company, processor, or other service provider), including credit card numbers and any other personal data. You shall comply with all applicable laws and regulations governing the collection, retention and use by You of credit card and other financial information and agree to provide notice to your customers on Your web site that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement.

(c) You agree that You are solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by Payment Gateway associated with Your account and verifying that all corresponding funds are accurately processed. You acknowledge that the fees associated with any and all transactions processed through Your account are earned by Payment Gateway and shall not be reimbursed. You acknowledge that Payment Gateway shall not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Your account, Data or Transaction data. Payment Gateway's liability for unauthorized Transactions or improperly processed Transactions solely attributable to the negligence of Payment Gateway is limited pursuant to Section 13.

(d) You agree not to use, disclose, sell or disseminate any card, cardholder or ACH information obtained in connection with a Transaction except for purposes of completing or settlement of a Transaction and/or resolving chargebacks, retrievals or similar issues involving a Transaction unless required to do so by court order or governmental agency request, subpoena or order.

(e) You agree that You are solely responsible for compiling and retaining permanent records of all Data and Transaction data for Your reference. Except as otherwise provided herein, Payment Gateway shall have no obligation to store, retain, report or otherwise provide any copies of or access to any records of Transactions or other Data collected or processed by

Payment Gateway. You acknowledge that upon termination of this Agreement, Payment Gateway shall have no obligation to provide You with any Data or Transaction data. You agree that You shall use proper controls for and limit access to all Data or Transaction data. Prior to discard You shall render all Data or Transaction data unreadable and abide by any laws or regulations imposed on You for Data or Transaction data destruction and/or disposal.

5.3 Your User Name and Password

(a) In connection with Your rights described in Section 4.1, Payment Gateway will issue to You, or permit You to use a user name and password, to enable You and/or Your employees and agents to access Your gateway account and use the Payment Gateway Services. You will restrict access to such user name, password, and account to Your employees and agents as may be reasonably necessary and consistent with the purposes of this Agreement and will ensure that each such employee and agent accessing and using the account is aware of and otherwise complies with all applicable provisions of this Agreement and any recommendations and notices regarding such use and access.

(b) You are solely responsible for maintaining adequate security and control of any and all user names, passwords, or any other codes that are issued to You by Payment Gateway or selected by You, for purposes of giving You access to the Payment Gateway Services. Payment Gateway shall be entitled to rely on information it receives from You and may assume that all such information was transmitted by or on behalf of You.

6. TRADEMARKS

6.1 Trademark Use

(a) Payment Gateway hereby grants to You the right to use, reproduce, publish, perform and display the Payment Gateway Marks as follows: (a) on Your web site in connection with Your offering of Payment Gateway Services to Your customers; and (b) in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about or related to any of the Payment Gateway Services.

(b) You hereby grant to Payment Gateway the right to use, reproduce, publish, perform and display Your Marks as follows: (a) in connection with the development, use, reproduction, modification, adaptation, publication, display and performance of the Payment Gateway Services offered and/or accessible through Your web site; and (b) in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about or related to any of the Payment Gateway Services.

(c) For purposes of this Agreement, "Your Marks" means Your customary name and logo, and such other trademarks as You may from time to time notify Payment Gateway to be "Your Marks" within the meaning of this Agreement. For purposes of this Agreement, "Payment Gateway Marks" means Payment Gateway customary name and logo, and such other trademarks as Payment Gateway may from time to time notify You to be "Payment Gateway Marks" within the meaning of this Agreement.

6.2 Trademark Restrictions

(a) Each party shall comply with all standards with respect to the other party's Trademarks which may be furnished by such party from time to time and all uses of the other party's Trademarks in proximity to the trade name, trademark, service name or service mark of any other person or entity shall be consistent with the standards furnished by the other party from time to time. Neither party shall create a combination mark consisting of one or more

Trademarks of each party. All uses of the other party's Trademarks shall inure to the benefit of the party owning such Trademark. Each party hereby acknowledges and agrees that, as between the parties, the other party is the owner of the Trademarks identified as its Trademarks in any written notice provided to the other party pursuant to this Agreement. Either party may update or change the list of Trademarks usable by the other party hereunder at any time by written notice to the other party.

(b) Either party must include a statement of ownership when displaying or reproducing either parties trademark. The following statement is acceptable and shall be placed contiguous to the Trademark: "The trademark is the property of its respective owner."

(c) Except as otherwise provided herein, You shall not use, register or attempt to register any Payment Gateway Trademarks or marks or domain names that are confusingly similar to any of the Payment Gateway Trademarks, marks or Domain Name(s). Except as authorized in this agreement, You shall not take any actions inconsistent with Payment Gateway's ownership of Payment Gateway's Trademarks and any associated registrations or attack the validity thereof. You shall not use Payment Gateway's Trademarks in any manner that would indicate You are using such Payment Gateway Trademarks other than as a licensee nor assist any third party do any of the same.

7. INTELLECTUAL PROPERTY AND PROHIBITION AGAINST REVERSE ENGINEERING

The parties agree that Payment Gateway owns and retains all right, title and interest in and to the Payment Gateway Services, Trademarks, copyrights, technology and any related technology utilized under or in connection with this Agreement, including but not limited to all intellectual property rights associated therewith. No title to or ownership of any of the foregoing is granted or otherwise transferred to You or any other entity or person under this Agreement. You shall not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of Payment Gateway Services or related technology.

8. PAYMENT TERMS

8.1 Due Date and ACH Authorization

(a) Payment Gateway fees shall begin on the Effective Date and You will be billed on the first business day of each month following the Effective Date for any and all amounts owing under this Agreement. If fees accrue to more than \$50.00 USD at anytime in any given month, Payment Gateway reserves the right bill You the full amount due on a more frequent basis at Payment Gateway's discretion.

(b) You must authorize Payment Gateway to initiate transaction entries to Your depositories account through ACH. This authority is to remain in full force and effect until i) Payment Gateway has received written notification from You of Your request for termination in such time as to afford Payment Gateway and Your depository institution a commercially reasonable opportunity to acknowledge and respond to the request and ii) Payment Gateway has collected all fees due and owing under this agreement. If Payment Gateway is unable to collect amounts owing from your depository account, You hereby authorize Payment Gateway to charge Your credit card for any and all amounts owing to Payment Gateway under this Agreement. Entries initiated to or from Your depository account will be in accordance with the rules of the National Automated Clearing House Association (NACHA) and/or any other regulatory body or agency having jurisdiction over the subject matter hereof.

(c) You must promptly update Your account information with Payment Gateway with current and accurate information. If You fail to provide Payment Gateway with current and accurate depository account or credit card account information, Payment Gateway may immediately discontinue providing Payment Gateway Services to You, without liability, until such information is provided to Payment Gateway and/or terminate this Agreement. You acknowledge that any change in account information may not be effective until the month following the month in which Payment Gateway receives such notice. Termination of Your authorization shall result in termination of any and all Payment Gateway Services.

8.2 Affiliate Partner Bills You

In furtherance of Section 8.1, if You are billed by an Affiliate Partner for some or all of the Fees, You shall pay the Affiliate Partner in such manner as mutually agreed upon between You and such Affiliate Partner.

9. FEES

9.1 Payment Gateway Service Fees

(a) You shall pay to Payment Gateway the fees as set forth in the Fee Schedule provided to You by Payment Gateway and/or, if applicable Affiliate Partner. The Fee Schedule is hereby incorporated into the terms of this Agreement by reference.

(b) Notwithstanding the foregoing, if Your relationship with the Affiliate Partner that offered you the Payment Gateway Services expires or terminates and such Affiliate Partner was billing You for certain Fees, then You may continue using the Payment Gateway Services. If You elect to continue using the Payment Gateway Services, You acknowledge and agree that Payment Gateway may begin to bill You for such Fees in the amounts that the Affiliate Partner had been charging You. In accordance with Section 15.5 Payment Gateway may amend the Fee schedule after providing You with thirty (30) days notice.

9.2 Other Fees and Charges

(a) You shall incur a late fee in the amount of \$25 if any amounts due to Payment Gateway under this Agreement are not paid on or before the tenth (10th) day following the date when due. In addition, You shall be subject to a finance charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is less, determined and compounded daily from the date due until the date paid. Payment of such late fee(s) and finance charge(s) will not excuse or cure any breach or default for late payment. Payment Gateway may accept any check or payment from You without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or any correspondence accompanying any check or payment or elsewhere will be construed as an accord or satisfaction.

(b) On each occurrence when Payment Gateway is unable to collect fees on Your Account for any reason, including but not limited to insufficient funds, closed account, or any other negative response, Payment Gateway may charge You a Return Payment Fee in the amount of \$25.00 USD, or as set forth in the fee schedule.

(c) If You have not paid all owing amounts after two (2) days when due, Payment Gateway may, in its sole discretion, discontinue providing You with Payment Gateway Services. If You have still not paid all owing amounts after thirty (30) days following the date the payment was due, then Payment Gateway may, in its sole discretion, immediately terminate this Agreement. Notwithstanding, if You subsequently pay in full all owing fees, including but not limited to late

fees, finance charges and Return Payment Fees, and if Payment Gateway has not already terminated this Agreement, then Payment Gateway may elect to reactivate the Payment Gateway Services and charge You a Service Reactivation Fee in the amount set forth in the fee schedule.

(d) You agree to pay all costs and expenses of whatever nature, including attorneys' fees, incurred by or on behalf of Payment Gateway in connection with the collection of any unpaid charges and fees.

10. TERMINATION

10.1 Termination by You

(a) You may terminate this Agreement with or without cause, and for any reason, by providing Payment Gateway with at least thirty (30) days written notice of Your intent to terminate this Agreement.

(b) In the event You are billed by an Affiliate Partner in furtherance of Section 8.2 of this Agreement, you hereby authorize Affiliate Partner to terminate this Agreement on your behalf.

10.2 Termination by Payment Gateway

(a) Payment Gateway may terminate this Agreement and/or terminate Your use of Payment Gateway Services immediately, or at anytime, without advance notice and with or without cause, for any reason including without limitation to Your breach or default of any obligation set forth in this Agreement or if Payment Gateway determines, in its sole discretion, that Your business practices are detrimental to the achievement of Payment Gateway's business objectives.

(b) In such event, Payment Gateway shall provide You with a written or electronic notice of termination.

10.3 Termination by Affiliate Partner or Third Party Service Provider

(a) In the event You are billed by an Affiliate Partner in furtherance of Section 8.2, and if Payment Gateway receives notice from such Affiliate Partner that it has terminated or suspended its relationship with You, Payment Gateway may suspend and/or terminate Your right to use Payment Gateway Services and/or terminate this Agreement without notice and without liability.

(b) In the event Payment Gateway is notified by a Third Party Service Provider, court of competent jurisdiction, governmental body or authority, Acquiring Bank or the Card Association that You are no longer entitled to receive payment data for any reason whatsoever, Payment Gateway may suspend and/or terminate Payment Gateway Services and/or this Agreement without notice and without liability.

10.4 Effect of Termination and Survival

Upon termination of this Agreement for any reason whatsoever, all rights and interests under this Agreement shall be extinguished and shall be given no further force nor effect except that i) all accrued payment obligations hereunder shall survive such expiration or termination; and (ii) the rights and obligations of the parties under Sections 7, 10.4, 11, 12, 13, 14 and 15 shall survive termination.

11. CONFIDENTIALITY AND NONDISCLOSURE

11.1 Use of Confidential Information

(a) Each party that receives information (the "Receiving Party") from the other party (the "Disclosing Party") agrees to use reasonable best efforts to protect all non-public information,

trade secrets and know-how of the Disclosing Party that is either designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential (“Confidential Information”), and in any event, to take precautions at least as great as those taken to protect its own Confidential Information of a similar nature. Each party agrees that the terms and conditions of this Agreement will be Confidential Information, provided that each party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business.

(b) Each Party agrees not to divulge any confidential information, trade secrets or know how or any information derived therefrom to any third person or entity and shall only disclose Confidential Information to employees on a “need to know” basis who have executed a nondisclosure agreement with similar terms and obligations to this Agreement.

(c) Each Party shall not make any use whatsoever at anytime of such Confidential Information except as contemplated by this Agreement.

(d) Each Party shall not copy or reverse engineer any such Confidential Information.

11.2 Exclusions

The foregoing restrictions will not apply to any information that: (i) the Receiving Party can document it had in its possession prior to disclosure by the Disclosing Party, (ii) was in or entered the public domain through no fault of the Receiving Party, (iii) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality, (iv) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed), or (v) is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party. Upon request of the other party, or in any event upon any termination or expiration of the Term, each party will return to the other all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information of the other party. Each party acknowledges that breach of this provision by it would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore that the other party will be entitled to seek injunctive relief to enforce the provisions of this Section 11.

12. REPRESENTATIONS AND WARRANTIES

12.1 Mutual Representations and Warranties

Each party represents and warrants to the other that (i) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms; (ii) the party's obligations under this Agreement do not violate any law or breach any other agreement to which such party is bound; (iii) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein; and (iv) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this Agreement.

12.2 Your Representations and Warranties

(a) You represent and warrant that You are engaged in a lawful business that includes the sale of products and/or services, and are duly licensed to conduct such business under the laws of all jurisdictions in which You conduct business. You further represent and warrant that all statements made by You in this Agreement, or in any other document relating hereto by You or on Your behalf, are true, accurate and complete in all material respects. You hereby authorize Payment Gateway to investigate and confirm the information submitted by You herein. For this

purpose, Payment Gateway may utilize credit bureau / reporting agencies and / or its own agents.

(b) You will comply with all applicable laws, regulations, rules, ordinances and orders of governmental authorities having jurisdiction. You will further comply with the Payment Card Industry Data Security Standard (PCI DSS), the Gramm-Leach-Bliley Act, the National Automated Clearing House Association (NACHA) and any other regulatory body or agency having jurisdiction over the subject matter hereof.

(c) You will abide with all material terms of the then current policies, procedures, and guidelines of Payment Gateway governing the Payment Gateway Services.

12.3 Payment Gateway Representations and Warranties

(a) Payment Gateway represents and warrants that the Payment Gateway Services provide to you hereunder will substantially conform to the specifications as set forth in the applicable Payment Gateway Service Level Agreement (SLA) as contained in Appendix A hereof and as may be amended from time to time in Payment Gateway's sole discretion. In addition to the exclusions contained in Appendix A, the SLA will not apply if (i) a defect has been caused by Your malfunctioning equipment or software, (ii) the Payment Gateway Services are used in material variation with this Agreement or the applicable documentation, or (iii) any of the Payment Gateway Services have been modified by any individual or entity other than Payment Gateway.

(b) You acknowledge that Payment Gateway Services are designed for use with certain third-party programs, including, without limitation, certain Internet browser software programs. You will look solely to the developers and manufacturers of such programs with regard to warranty, maintenance or other support regarding the same. Payment Gateway makes no warranty, express or implied, with regard to any such third-party software.

(c) You may not rely on the representation or warranty regarding Payment Gateway Services by any third party in contravention of the foregoing statements, including representations or warranties of any Third Party Service Provider or Affiliate Partner. In the event of a breach of the foregoing warranty, Payment Gateway shall use commercially reasonable efforts to repair, or at its option replace, the Payment Gateway Services. You acknowledge that Payment Gateway does not warrant that such efforts will be successful. If Payment Gateway's efforts are not successful, You may terminate this Agreement in accordance with Section 10.1. THE FOREGOING SHALL CONSTITUTE YOUR SOLE REMEDY, AND PAYMENT GATEWAY'S SOLE LIABILITY, FOR INTERRUPTIONS, OUTAGES OR OTHER DELAYS IN PAYMENT GATEWAY'S SERVICES AND/OR VALUE-ADDED SERVICES. Payment Gateway does not warrant the services of any third party, including without limitation Third Party Service Providers, Affiliate Partners, VARS or the Card Association.

12.4 Payment Gateway Services "As Is" Disclaimer

PAYMENT GATEWAY SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. PAYMENT GATEWAY DOES NOT REPRESENT OR WARRANT THAT THE PAYMENT GATEWAY SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR FREE. YOU MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE PAYMENT GATEWAY SERVICES

BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS OR AFFILIATE PARTNERS, EXCEPT AS SET FORTH IN THE SERVICE LEVEL AGREEMENT CONTAINED IN APPENDIX A OF THIS AGREEMENT. PAYMENT GATEWAY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE PAYMENT GATEWAY SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT PAYMENT GATEWAY SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD, ACH FRAUD, CHECK FRAUD OR CHARGEBACKS.

12.5 Disputes

The parties shall promptly investigate any disputes under this Agreement. If the disputed amount is less than five percent (5%) of the total fees invoiced by Payment Gateway for the relevant billing statement, the total amount invoiced shall be due and payable on or before the due date. If the amount in dispute is greater than five percent (5%) of the total fees invoiced by Payment Gateway for the relevant billing statement, the disputed amount may be withheld until the dispute is resolved. All disputes must be made in good faith and in writing within thirty (30) days of the billing statement date. Fees billed shall be deemed accepted where written objections are not lodged within thirty (30) days from the billing statement date.

13. LIMITATION OF LIABILITY

13.1 Payment Gateway Disclaimers

(a) GATEWAY EXPRESSLY DISCLAIMS ANY LIABILITY OR LOSS, HOWEVER OCCURRING INCLUDING NEGLIGENCE, WHICH ARISES FROM OR RELATED TO ANY UNAUTHORIZED ACCESS TO YOUR FACILITIES OR TO YOUR DATA OR PROGRAMS DUE TO ACCIDENT, ILLEGAL OR FRAUDULENT MEANS OR DEVICES USED BY ANY THIRD PARTY, OR OTHER CAUSES BEYOND PAYMENT GATEWAY'S REASONABLE CONTROL.

(b) PAYMENT GATEWAY EXPRESSLY DISCLAIMS ANY LIABILITY OR LOSS, HOWEVER OCCURRING INCLUDING NEGLIGENCE, ARISING FROM OR RELATED TO: (I) YOUR FAILURE TO PROPERLY ACTIVATE, INTEGRATE OR SECURE YOUR ACCOUNT(S); (II) FRAUDULENT TRANSACTIONS PROCESSED THROUGH YOUR ACCOUNT(S); (III) DISRUPTION OF PAYMENT GATEWAY SERVICES, SYSTEMS, SERVER OR WEB SITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; (IV) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A THIRD PARTY SERVICE PROVIDER OR AFFILIATE PARTNER, OR ACQUIRING BANK; OR (V) UNAUTHORIZED ACCESS TO DATA, CUSTOMER DATA INCLUDING BUT NOT LIMITED TO, CREDIT CARD NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION, TRANSACTION DATA OR PERSONAL INFORMATION BELONGING TO PAYMENT GATEWAY, YOU OR ANY THIRD PARTY.

(c) PAYMENT GATEWAY EXPRESSLY DISCLAIMS ANY LIABILITY OR LOSS FOR THE LEGITIMACY OF ORDERS FORWARDED FROM YOU AND FOR ANY AND ALL CLAIMS OF LOSS AND/OR FRAUD INCURRED RESULTING FROM CONCLUSIONS DRAWN FROM THE DATA PROVIDED BY ANY SERVICES PROVIDED BY PAYMENT GATEWAY, OR ANY SYSTEM OR PROGRAM ASSOCIATED THEREWITH OR THE LIMITATION OF THE FUNCTIONING OF ANY PAYMENT GATEWAY SERVICES OR SOFTWARE, HARDWARE, OR EQUIPMENT ASSOCIATED THEREWITH WHETHER IT IS OWNED BY PAYMENT GATEWAY OR OFFERED THROUGH A THIRD PARTY SERVICE PROVIDER OR OTHER ENTITY.

13.2. Payment Gateway Limitation of Liability

(a) UNDER NO CIRCUMSTANCES WILL PAYMENT GATEWAY OR ANY OF ITS PARENTS, AFFILIATES OR VENDORS, OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, AFFILIATES OR VENDORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES HOWEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) PAYMENT GATEWAY'S TOTAL LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, UNDER THIS AGREEMENT OR WITH REGARD TO ANY PAYMENT GATEWAY PRODUCTS OR SERVICES, SHALL NOT EXCEED THE AGGREGATE COMPENSATION PAYMENT GATEWAY RECEIVED FOR PROVIDING THE PAYMENT GATEWAY SERVICES TO YOU DURING THE THIRTY (30) DAYS PRECEDING THE DATE ON WHICH THE CLAIM AROSE OR \$1,500.00 USD, WHICHEVER IS LESS.

14. INDEMNIFICATION

14.1 Indemnification

(a) Payment Gateway shall defend, indemnify and hold You and any of Your officers, directors, agents and employees harmless from and against any and all third party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by You, arising out of or relating to any alleged infringement of a U.S. patent of any other entity or person by Payment Gateway.

(b) Payment Gateway's obligations in Section 14.1.a do not apply if Payment Gateway Services or portions or components thereof (a) are modified by persons or entities other than Payment Gateway if the alleged infringement relates to such modification; (b) are combined with other products, processes or materials not supplied or recommended by Payment Gateway where the alleged infringement relates to such combination, or (c) continue to be used after Payment Gateway has made a non-infringing version available to You (collectively, "Your Faults"). If Payment Gateway Services or any component thereof becomes, or in Payment Gateway's opinion is likely to become, the subject of a claim of infringement, then You shall permit Payment Gateway, at Payment Gateway's sole option and expense, either to (i) procure for You

the right to continue using the Payment Gateway Services as permitted in this Agreement, or (ii) replace or modify the affected Payment Gateway Services or infringing component so that it becomes non-infringing. If, after using commercially reasonable efforts, Payment Gateway is unable to cure the infringement, either party may terminate this Agreement upon notice to the other, as provided in Section 10. Notwithstanding the above, Payment Gateway's total liability shall not exceed the amount as stated in Section 13.2.b. THIS SECTION 14.1.b STATES THE ENTIRE LIABILITY OF PAYMENT GATEWAY TO YOU WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY PAYMENT GATEWAY SERVICES.

14.2 Indemnification by You

You shall defend, indemnify, and hold harmless Payment Gateway and its Affiliate Partners, Third Party Service Providers, parents, and/or subsidiaries, and any of their officers, directors, agents and employees, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Payment Gateway, arising out of or relating to (a) any breach or alleged breach by You of any representation, warranty, or obligation of You set forth in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You or any of Your employees, agents or customers; (c) the reliability, accuracy, or legitimacy of payment data or purchase orders submitted by You to Payment Gateway; (d) payment card transactions submitted by You to Payment Gateway and rejected by Payment Gateway or an issuing bank; (e) any alleged infringement of a patent, copyright, trademark or other intellectual property right resulting from Your Fault; (f) claims by Your customers, including, without limitation, claims relating to the disclosure of consumer data; (g) any alleged or actual violation by You of any applicable laws, regulations or rules of (i) the Credit Card Associations; (ii) the Gramm Leach Bliley Act; (iii) or any regulatory body or agency having jurisdiction over the subject matter hereof; or (h) any violation of Payment Gateway's then current policies or guidelines. In the event You cause fines and/or penalties to be charged to Payment Gateway by the Credit Card Associations or any other entity, you agree to immediately reimburse Payment Gateway for said fines and penalties.

14.3 Indemnification Procedure

The obligations of each party ("Indemnitor") under this Section 14 to defend, indemnify and hold harmless the other party ("Indemnitee") shall be subject to the following: (a) Indemnitee shall provide Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Indemnitor of its obligations under this section to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) Indemnitor shall have control of the defense and of all negotiations for settlement of such claim or suit; and (c) Indemnitee shall cooperate with Indemnitor in the defense or settlement of any such claim or suit, provided that Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Indemnitor. Subject to clause (b) above, Indemnitee may participate in the defense of any such claim or suit at its own expense. Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to or materially prejudice Indemnitee in any way.

14.4 Exceptions

If You are an agency or instrumentality of a state of the United States and are precluded by the law of Your state from entering into indemnification obligations, then the obligations under Sections 14.2 and 14.3 shall apply only to the extent permitted by such state law.

15. GENERAL PROVISIONS

15.1 Non-exclusivity

Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

15.2 Notices

All notices to You shall be given electronically, sent to the electronic mail address provided by or for You during registration for the Payment Gateway Services and/or posted in the Merchant Control Panel of Your Account. Any termination notice to Payment Gateway shall be given electronically by sending an e-mail to support@payroc.com from within the Merchant Control panel of Your account. All other notices to Payment Gateway shall be given electronically to support@payroc.com with a written copy to Payroc LLC dba iTransact, Legal, 18312 West Creek Drive , Tinley Park , IL 60477 or to 844-PAYROC-4 (fax), Attention: Legal. Such written notice will be deemed given upon personal delivery, upon confirmation of receipt if sent by fax, or three (3) days after the date of mailing if sent by certified or registered mail, postage prepaid.

15.3 Relationship of the Parties

The parties are independent contractors and nothing in this Agreement shall make them joint venturers, partners, employees, agents or other representatives of the other party. Neither party shall make any representation that suggests otherwise. You further recognize that if you contracted for the Payment Gateway Services with an Affiliate Partner or Third Party Service Provider, such provider is an authorized reseller of Payment Gateway only and is not a joint venturer, partner, or agent of Payment Gateway.

15.4 Assignment

You will not have the right or the power to assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of Payment Gateway, including in the case of a merger. Payment Gateway will have the right to assign this Agreement to its successors and/or assigns, subsidiaries, affiliates, Affiliate Partners and/or Third Party Service Providers.

15.5 Amendment and/or Modifications

No amendment, modification, or change to any provision of this Agreement, nor consent to any departure by either party therefrom, will in any event be effective unless the same will be in writing and signed by the other party, and then such consent will be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, Payment Gateway may amend this Agreement at any time upon written or electronic notice or post notice on its Web site located at to You of not less than ten (10) days prior to the effective date of such amendment; provided that the addition or change of service fees, will become effective upon at least thirty (30) days' notice. If You do not agree to such amendments, your sole remedy is to immediately terminate this Agreement upon written notice to Payment Gateway.

15.6 Waiver

The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

15.7 Dispute Resolution

Any dispute or claim arising out of or relating to this Agreement, except claims involving intellectual property and claims for indemnification, will be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this Agreement, and will take place in Chicago, Illinois, unless the Parties mutually agree to hold the proceedings elsewhere. This Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitrator may not award relief in excess of or contrary to what this Agreement provides or order consolidation or arbitration on a class wide or representative basis, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses will be divided equally between the Parties, but each Party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement, except for claims involving intellectual property and claims for indemnification, may be brought by either Party more than one (1) year after the cause of action arose.

15.8 Severability;Headings

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

15.9 Force Majeure

Neither party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider

services or other catastrophes or any other occurrences which are beyond such parties' reasonable control (each a "Force Majeure Event"), provided that the party delayed will provide the other party notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event and in no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

15.10 Governing Law;Jurisdiction

This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, without reference or giving effect to its conflicts of law principles. You hereby irrevocably consent to the personal jurisdiction of and venue in the state and federal courts located in Cook County, Illinois with respect to any action, claim or proceeding arising out of or related to this Agreement and agree not to commence or prosecute any such action, claim or proceeding other than in such courts, except as otherwise provided in Section 15.7 above.

15.11 Entire Agreement

This Agreement together with all of Payment Gateway's policies referenced herein sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. You acknowledge that this Agreement reflects an informed, voluntary allocation between Payment Gateway and You of all risks (both known and unknown) associated with Payment Gateway Services.

15.12 Survival

The provisions of this Agreement relating to any fees or other amounts owed, payment of finance charge on unpaid fees, confidentiality, warranties, limitation of liability, indemnification, governing law, severability, headings and this paragraph shall survive termination or expiration of this Agreement.

Appendix A - PAYMENT GATEWAY SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA Agreement") sets forth the SLA applicable to the various Payment Gateway Services ordered by You and provided through Payment Gateway. This SLA provides Your sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. If such remedies include service credits, the parties agree that such credits constitute liquidated damages. No otherwise applicable SLA, including any remedies hereunder, shall apply with respect to any Excluded Events.

The following Service Level Targets apply to the Services.

AVAILABILITY Service Level Target

For transaction processing services, this SLA provides that the Payment Gateway Application will be available 99.0% of the time (averaged over the calendar month). You will be eligible for service credits as set forth in the following table if this Availability Target is not met due to Outages.

Cumulative Duration of Outages within a Calendar Month which exceed the Availability Target
Credit

10 minutes through 60 minutes 1/30th of MRFC for Affected Service

Each full hour in excess of 60 minutes 1/30th of MRFC for Affected Service

LATENCY Service Level Target

This SLA provides for monthly average response time Latency as set forth in the following table. If the monthly average Latency through the Payment Gateway Application exceeds the Targets set forth in the following table, You will be eligible for a service credit of 3/30th of the applicable MRFC for the Affected Service.

PAYMENT GATEWAY Application Latency 3 seconds

Definitions

“MRFC” Monthly Recurring Fixed Charge means any and all fees You are obligated to pay to Payment Gateway including Your monthly commitment and fixed Service charges.

“Affected Service” means only the portion of a Service actually impacted by the relevant Service Level Target.

“Availability” means the percentage of time during a month in which the Payment Gateway application is not subject to an Outage.

“Latency” means the monthly average time it takes for a transaction to travel through the relevant portion of the Payment Gateway Application excluding transaction settlements and any time waiting for a response from a third party.

“Outage” means any period of at least one minute during which the Payment Gateway Application is completely unavailable or inaccessible for reasons other than an Excluded Event. An Outage begins when Payment Gateway opens the relevant trouble ticket and ends at the earlier of the restoration of the Affected Service or when the ticket is closed. All Outage measurements will be rounded to the nearest one minute increment.

“Payment Gateway Application” means the components owned and operated by Payment Gateway excluding any components that are not owned and operated directly by Payment Gateway.

“Excluded Events” means any event that adversely impacts the Service that is caused by (a) the acts or omissions of You, Your employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Payment Gateway; (c) Force Majeure events; (d) scheduled maintenance, alteration or implementation; (e) any suspension of Service pursuant to the Merchant Service Agreement; or (f) the unavailability of Your required personnel, including as a result of failure to provide Payment Gateway with accurate, current contact information.

Process

You must request any credit due hereunder within 30 days of the conclusion of the month in which it accrues. You waive any right to credits not requested within this 30 day period. Credits will be issued once validated by Payment Gateway and applied toward the invoice which You receive no later than two months following Your credit request. All performance calculations and applicable service credits are based on Payment Gateway records and data.

Limitations

This SLA does not apply to any Excluded Events, as defined in this SLA. You will not be eligible to accrue any otherwise applicable service credits: (a) during any period in which You are in violation of the Payment Gateway Merchant Service Agreement or is past due on any amounts owed in connection with the Payment Gateway Services; and (b) before the start of the first full

calendar month following the Billing Commencement Date for the Affected Service. You may not carry over to subsequent months any service credits subject to the limits or exclusions of this SLA.

In no event will the credits accrued in a single month exceed, in the aggregate across all service levels and events: thirty percent (30%) of the invoice amount for the Affected Service.

You acknowledge that Payment Gateway manages its throughput in part on the basis of Your utilization of Service and that changes in such utilization may impact Payment Gateway's ability to manage throughput. Therefore, notwithstanding anything else to the contrary, if You significantly change Your utilization of the Service and such change creates a material and adverse impact on the volume through the Payment Gateway Application, as determined by Payment Gateway, Payment Gateway may either modify the applicable charges or terminate the Affected Services.

Appendix B - VALUE-ADDED SERVICES

In the event You enroll in, and Payment Gateway provides You with any additional value added services, (herein "Value-Added Service(s)"), You agree as follows:

1. Expansion of Services

The terms "Services" and "Payment Gateway Services," as each is defined in the Agreement, shall include each of the Value-Added Services. Each Value-Added Service is described on the Payment Gateway Web site and in other Services Documentation provided to You from time to time. All terms of the Agreement applicable to the Payment Gateway Services shall be applicable to each Value-Added Service.

2. Your Obligations

In addition to Your obligations set forth in the Agreement, You agree to pay the Value-Added Service Fees, in accordance with Section 8 and Section 9 of this Agreement, in the amounts provided in the Fee Schedule provided to You by Payment Gateway and/or, if applicable Affiliate Partner. The Fee Schedule is hereby incorporated into the terms of this Agreement by reference and/or in the Value-Added Service documentation page accessed during enrollment in the applicable Value-Added Service.

3. Your Warranty

You represent, warrant, and covenant to Payment Gateway that Your use of the Value-Added Services and any information gathered by You in connection with use of a Value-Added Service: (a) will be fully compliant with all applicable local, state and federal laws, rules, and regulations; (b) will be in accordance with all applicable Services Documentation; and (c) will not be used for any purpose other than in connection with the Value-Added Service.

4. Acknowledgement

You understand, acknowledge, and agree that (a) You will be solely responsible for ALL transactions processed through Your payment gateway account(s), regardless of whether such transactions are monitored by a Value-Added Service; (b) You will be solely responsible for Your use of the Value-Added Service including, without limitation (i) configuring, maintaining and updating, as You deem necessary, the applicable settings for Your Value-Added Service account; and (ii) with respect to each Transaction processed via your account(s), and regardless of any data, analysis, or information generated or not generated by the Value-Added Service, as applicable, determining the appropriate action for each such Transaction (i.e., approve, void, decline, reject); (c) under certain circumstances, it may be necessary for Payment Gateway to adjust Your Value-Added Service security settings, with or without notice to You, to guard against fraudulent activity and that such actions may inadvertently cause legitimate transactions to expire, be rejected or delayed; and (d) Payment Gateway shall not be liable under any theory of law, including negligence, for any loss associated with any of the foregoing.

5. PAYMENT GATEWAY WARRANTY

IN ADDITION TO ANY LIMITATIONS OR DISCLAIMERS SET FORTH IN THE AGREEMENT, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE VALUE-ADDED SERVICES ARE PROVIDED TO YOU BY PAYMENT GATEWAY "AS IS" AND THAT PAYMENT GATEWAY DOES NOT REPRESENT OR WARRANT THAT THE VALUE ADDED SERVICES OR ANY OTHER TECHNOLOGY, CONTENT, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION, DATA, PRODUCTS, OR SERVICES, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND THAT YOUR SOLE REMEDY FOR ANY ISSUE RELATED TO OR ARISING FROM THE VALUE ADDED SERVICES, AND PAYMENT GATEWAY'S SOLE LIABILITY FOR SAME, WILL BE TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR USE OF THE VALUE-ADDED SERVICES.

6. Risk, Security and Disclosure

The risk and security suggestions provided to You in the Services Documentation for any of the Value-Added Services are solely for illustrative purposes to show best industry practices, and You shall be solely responsible for choosing the appropriate settings and parameters for Your account.

7. Termination

If Your Agreement is terminated for any reason, Payment Gateway shall immediately cancel access to Your Value-Added Service account. It is Your responsibility to download all reports prior to the effective date of any such termination as such reports will not be available following the termination date.

8. Incorporation by Reference

The Value-Added Services Fee Schedules are incorporated herein by reference.

9. Third Party Programs

Payment Gateway makes no warranty, express or implied, with regard to any third party services or software.

10. Definitions

All terms and conditions of the Agreement not specifically modified in this Appendix B shall remain unchanged and in full force and effect. Unless separately defined herein, capitalized words used in this Appendix as defined terms shall have the same meanings herein as in the Agreement.

Appendix C - Prohibited Activities.

You agree that You will not at any time conduct Your business in any manner that directly or indirectly offers, sells, leases, licenses or displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or any content which:

- (i) is unlawful or violates any applicable local, state, federal, national or international law, statute, ordinance, or regulation including, without limitation, Credit Card Association rules, consumer protection laws, unfair competition, antidiscrimination or false advertising;
- (ii) is associated with any illegal form of adult, sexually oriented, or obscene materials or services, including without limitation, any material clearly designed to sexually arouse the viewer/reader with images of children less than 18 years old and/or escort services;
- (iii) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party, including, but not limited to, the unauthorized copying and posting of trademarks, pictures, logos, software, articles, musical works and videos;
- (iv) is threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another's privacy, tortuous, or otherwise violate Payment Gateway's rules or policies;
- (v) victimizes harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (vi) impersonates any person or entity;
- (vii) contains harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate the Services or any system, program, data or personal information or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- (viii) violates any U.S. export or import laws, including, without limitation, the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce;

(ix) offers or disseminates fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes) or engage in any unfair deceptive act or practice;

(x) is associated with any form of illegal gambling or illegal lottery type services;

(xi) is associated with illegal telecommunications or illegal cable television equipment or illegal satellite equipment;

(xii) is associated with electronic wallets (i.e., "e-wallets") or any similar payment type; or

(xiii) is associated with the sale of (a) any controlled drug that requires a prescription from a licensed practitioner unless you are authorized by the National Association of Boards of Pharmacy to offer such products as a Verified Internet Pharmacy Practice Site and only if such a prescription has been issued by the practitioner after a bona fide examination of the patient; or (b) any over-the-counter drug, unless the sale of such product, without a prescription, has been approved by the Food & Drug Administration; or (c) nonprescription drugs that make false or misleading treatment claims or treatment claims that require FDA approval; or (d) any drug or controlled substance that Payment Gateway believes to be or may become harmful, unlawful, or prohibited. Payment Gateway requires sellers of prescription drugs to abide by all laws applicable to both the buyer and seller and may require you to provide evidence of compliance with these requirements. In addition, due to the complexities of current laws regulating the importation of controlled drugs into the United States, you may not use the Services to sell prescription drugs that are imported into the United States from an international location. The foregoing list is a non-exhaustive list of prohibited goods and services.

iTransact eCommerce Gateway Additional Terms of Service

Last Revised February 1, 2017

CONFIDENTIAL

PRIVACY POLICY

Privacy Policy for Users Who Apply or Sign Up for a iTransact Account

For users who DO NOT apply or sign up for a iTransact Account.

Last updated: February 1, 2017

The Privacy Policy describes the information iTransact and our affiliates (collectively, “iTransact,” “we,” and “us”) collect when a person or business (“you,” “your”) applies or signs up for an iTransact account; accesses or uses in any manner any iTransact application, product, service, feature, technology, content, or website (collectively, “Services”); or otherwise contacts or interacts with us.

Scope and Consent

By applying or signing up for a iTransact account, including through a computer or mobile device (“device”), you accept the terms of this Privacy Policy and consent to our collection, use, disclosure and retention of your information as described herein (including to contact you), and for all other purposes permitted under applicable personal information privacy statutes, credit bureau reporting rules, anti-spam legislation, and consumer protection laws.

Amendment

We may amend this Privacy Policy from time to time by posting a revised version and updating the “Last updated” date above. The revised version will be effective at the time we post it. We will provide you with reasonable prior notice of substantial changes in how we use your information, including by email at the email address you provide. Where these changes would cause material detriment to you, you may of course cancel your account at any time. We encourage you to review this Privacy Policy whenever you use our Services to stay informed about our information practices and the choices available to you and to contact us if you have any questions about these changes. Your continued use of our Services constitutes your acceptance of any amendment of this Privacy Policy.

Collection of Information

Our Services can be used by a broad range of industries in connection with their products, services, activities and administrative functions, whether they are involved in government, retail, health, politics, human resources, technology or anything else. Accordingly, a broad range of information (including information about you) may be uploaded to or sent through our Services. Without information about you, we may not be able to provide you with the Services or the support you request.

Our website and Services are not targeted or directed at children under the age of 13 and do not knowingly collect or store any personal information about children under the age of 13.

Information You Provide

We collect information you provide when you apply or sign up for an iTransact account and when you provide information as part of our identity or account verification process. We collect information about you, including:

- Identification information, such as your name, email address, mailing address, phone number, photograph, birthdate, passport, driver’s license, Social Security, Taxpayer Identification, or other government-issued identification number;
- Financial information, including bank account and payment card numbers;
- Tax information, including withholding allowances and tax filing status; and

- Other historical, contact, and demographic information.

We also collect information you upload to or send through our Services, including:

- Information about products and services you sell (including inventory, pricing and other data);
- Information you provide about you or your business (including appointment, staffing availability, employee, payroll and contact data); and
- Information you provide to a Seller using our Services, for example if you are an employee whose employer uses iTransact Payroll (including hours worked and other timecard data).

Some of the information we collect is collected to comply with applicable laws and regulations, including anti-money laundering laws.

We collect information you provide when you participate in contests or promotions offered by iTransact or our partners, respond to our surveys or otherwise communicate with us.

Information We Collect from Your Use of our Services

We collect information about you when you use our Services, including:

- **Transaction Information.** When you use our Services to make, accept, request or record payments or money transfers, we collect information about when and where the transactions occur, the names of the transacting parties, a description of the transactions, the payment or transfer amounts, billing and shipping information, and the devices and payment methods used to complete the transactions.
- **Location Information.** Through our applications, we collect information about the location of your device. For more information and to learn how to disable collection of location information, please see “Your Choices” below.
- **Device Information.** We collect specific information about your device when you access our Services, including your hardware model, operating system and version, unique device identifier, mobile network information, and information about the device’s interaction with our Services. We may also identify other software running on the device for anti-fraud and malware-prevention purposes (but will not collect any content from such software).
- **Use Information.** We collect information about how you use our Services, including your access time, browser type and language, and Internet Protocol (“IP”) address.
- **Information Collected by Cookies and Web Beacons.** We use various technologies to collect information when you use our Services, including sending cookies to your device and using web beacons. Cookies are small data files that are stored on your hard drive or in your device memory when you visit a website or view a message. Among other things, cookies support the integrity of our registration process, retain your preferences and account settings, and help evaluate and compile aggregated statistics about user activity. For more information and to learn how to block or delete cookies used in the Services, please see “Your Choices” below. We also may collect information using web beacons. Web beacons are electronic images that may be used in our Services or emails. We may use web beacons to deliver cookies, track the number of visits to our website, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon.

Information We Collect from Other Sources

We also collect information about you from third parties, including third-party verification services, credit bureaus, mailing list providers, and publicly available sources. In some circumstances, where lawful, this information may include your government-issued identification number. By applying or signing up for a iTransact account, you authorize and consent to our obtaining from, and disclosing to, third parties, from time to time, any information about you in connection with the processing of any credit investigation, identity or account verification, fraud detection, or collection procedure, or as may otherwise be required by applicable law. This includes, without limitation, the receipt and exchange of account or credit-related information with any credit reporting agency or credit bureau, where lawful, and any person or corporation with whom you have had, currently have, or may have a financial relationship, including without limitation past, present, and future places of employment and personal reporting agencies.

Third-Party Advertising and Analytics

We may allow third-party service providers to deliver content and advertisements in connection with our Services and to provide anonymous site metrics and other analytics services. These third parties may use cookies, web beacons, and other technologies to collect information, such as your IP address, identifiers associated with your device, other applications on your device, the browsers you use to access our Services, webpages viewed, time spent on webpages, links clicked, and conversion information (e.g., transactions entered into). This information may be used by iTransact and third-party service providers on behalf of iTransact to analyze and track usage of our Services, determine the popularity of certain content, deliver advertising and content targeted to your interests, and better understand how you use our Services. The third-party service providers that we engage are bound by confidentiality obligations and other restrictions with respect to their use and collection of your information.

This Privacy Policy does not apply to, and we are not responsible for, third-party cookies, web beacons, or other tracking technologies, which are covered by such third parties' privacy policies. For more information, we encourage you to check the privacy policies of these third parties to learn about their privacy practices. For more information about targeted advertising specifically, please visit <http://www.aboutads.info/choices>. To learn about how to manage cookies, please see "Your Choices" section below.

Use of Information

We may use information about you to provide, maintain, and improve our Services, such as:

- Processing or recording payment transactions or money transfers;
- Displaying historical transaction or appointment information;
- Developing new products and Services; and
- Delivering the information and support you request, including technical notices, security alerts, and support and administrative messages.

We may use information about you to improve, personalize and facilitate your use of our Services. For example, when you sign up for a iTransact account, we may associate certain information with your new account, such as information about other accounts you had or currently have with iTransact, and prior transactions you made using our Services. We also may use information about you to measure, customize, and enhance our Services, including the design, content, and functionality of our applications and websites, or to track and analyze trends and usage in connection with our Services.

We may use information about you to send you news and information, or to conduct surveys and collect feedback, about our Services and to communicate with you about products, services, contests, promotions, discounts, incentives, and rewards offered by us and select partners, based on your communication preferences and applicable law. We also may contact you to resolve disputes, collect fees, and provide assistance for problems with our Services or your iTransact account.

We may use information about you:

- To protect our rights or property, or the security or integrity of our Services;
- To enforce the terms of our Terms of Service or other applicable agreements or policies;
- To verify your identity (e.g., some of the government-issued identification numbers we collect are used for this purpose);
- To investigate, detect, and prevent fraud, security breaches, and other potentially prohibited or illegal activities;
- To comply with any applicable law, regulation, legal process, or governmental request;
- For any other purpose disclosed to you in connection with our Services.

We may, and we may use third-party service providers to, process and store your information in the United States, Japan and other countries.

Sharing of Information

We may share information about you as follows:

- With our group companies, including our parent company, iTransact, Inc., and other affiliates, for the purposes outlined above;
- With third parties to provide, maintain, and improve our Services, including service providers who access information about you to perform services on our behalf (e.g., fraud prevention, identity verification, and fee collection services), as well as financial institutions, payment networks, payment card associations, and other entities in connection with the payment or money transfer process;
- With third parties that run advertising campaigns, contests, special offers, or other events or activities in connection with our Services;
- With other users of our Services with whom you interact through your own use of our Services. For example, we may share information when you make or accept a payment, appointment or money transfer using our Services;
- In connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture, or dissolution of all or a portion of our business;
- If we believe that disclosure is reasonably necessary (i) to comply with any applicable law, regulation, legal process or governmental request (e.g., from tax authorities), (ii) to enforce or comply with the terms of our Terms of Service or other applicable agreements or policies, (iii) to protect our rights or property, or the security or integrity of our Services, or (iv) to protect us, users of our Services or the public from harm or potentially prohibited or illegal activities; or
- With your consent.

We also may share aggregated information with third parties that does not specifically identify you or any individual user of our Services.

Personal Information

You may access, change, or correct information about you by logging into your iTransact account at any time or by making a request to us using the contact details below, in which case

we may need to verify your identity before granting access or otherwise changing or correcting your information.

Deactivating Your Account

If you wish to deactivate your iTransact account, you may do so by logging into your iTransact account or by emailing us using the contact details provided below. iTransact generally retains information about you only as long as reasonably necessary to provide you the Services.

However, even after you deactivate your iTransact account, we may retain archived copies of information about you and any transactions or Services in which you may have participated for a period of time that is consistent with applicable law, or as we believe is reasonably necessary to comply with applicable law, regulation, legal process, or governmental request, to prevent fraud, to collect fees owed, to resolve disputes, to address problems with our Services, to assist with investigations, to enforce our Terms of Service or other applicable agreements or policies, or to take any other actions consistent with applicable law.

Location Information

In order to provide certain mobile applications, we may require location information, so if you do not consent to collection of this information, then you cannot use our corresponding Services.

You can stop our collection of location information at any time by changing the preferences on your mobile device. If you do so, some of our mobile applications will no longer function. You also may stop our collection of location information via mobile application by following the standard uninstall process to remove all iTransact mobile applications from your device.

Cookies

We try to make your experience with iTransact simple and meaningful. When you access or use the Services, our web server may send a cookie to your device. Certain cookies we use last only for the duration of your web or application session and expire when you close your browser or exit the application. Other cookies are used to remember you when you return to use the Services and, as such, will last longer.

We may use cookies to:

- Remember that you have visited us or used the Services before. This means we can identify the number of unique visitors we receive, which allows us to make sure we have enough capacity to accommodate all of our users.
- Customize elements of the promotional layout and/or content of our website or application.
- Collect anonymous statistical information about how you use the Services (including the length of your web or application session) and the location from which you access the Services, so that we can improve the Services and learn which elements and functions of the Services are most popular with our users.

Some of the cookies used in the Services are set by us, and others are set by third parties who deliver services on our behalf.

Most web and mobile device browsers are set to automatically accept cookies by default.

However, you can change your browser settings to prevent automatic acceptance of cookies, or to notify you each time a cookie is set.

You also can learn more about cookies by visiting <http://www.allaboutcookies.org>, which includes additional useful information on cookies and how to block cookies on different types of

browsers and mobile devices. Please note, however, that by blocking or deleting cookies used in the Services, you may not be able to take full advantage of the Services.

Do Not Track

Do Not Track (“DNT”) is an optional browser setting that allows you to express your preferences regarding tracking across websites. We currently do not respond to DNT signals. We may continue to collect information in the manner described in this Privacy Policy from web browsers that have enabled DNT signals or similar mechanisms.

Promotional Communications

You may opt out of receiving promotional messages from iTransact by following the instructions in those messages or by changing your notification settings by logging into your iTransact account. If you decide to opt out, we may still send you non-promotional communications, such as digital receipts and messages about your account or our ongoing business relations.

California Privacy Rights

California law permits residents of California to request certain details about information we disclose to third parties for direct marketing purposes. If you are a California resident and would like to request this information, please contact us at the address listed below.

Security

We take reasonable measures, including administrative, technical, and physical safeguards, to protect your information from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. We hold information about you at our own premises and with the assistance of third-party service providers. We restrict access to personal information to those iTransact employees, contractors, and agents who need to know that information in order to transmit, store, or process it, who are subject to contractual confidentiality obligations consistent with this Privacy Policy, and who may be disciplined or terminated if they fail to meet these obligations. Our third-party service providers store and transmit personal information in compliance with this Policy and other appropriate confidentiality and security measures. Nevertheless, iTransact cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. In the event that any information in our possession or under our control is compromised as a result of a security breach, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps in accordance with applicable laws or regulations.

Contact

Please contact our Privacy Department with any questions or concerns regarding this Privacy Policy.

Payroc LLC dba iTransact
18312 West Creek Drive
Tinley Park, Illinois 60477
privacy@payroc.com

If you have any questions or concerns regarding our policy, or if you believe our policy or applicable laws relating to the protection of your personal information have not been respected, you may file a complaint with our Privacy Department listed above, and we will respond to let

you know who will be handling your matter and when you can expect a further response. We may request additional details from you regarding your concerns and may need to engage or consult with other parties in order to investigate and address your issue. We will keep records of your request and any resolution.

COPYRIGHT AND TRADEMARK POLICY

iTransact respects the copyright and trademark rights of others. iTransact responds to all valid notifications of trademark complaints submitted by trademark owners and of copyright complaints submitted by copyright owners under the Digital Millennium Copyright Act (“DMCA”). Section 512 of the DMCA outlines the requirements for reporting a copyright violation for copyright owners, as well as requirements for submitting a counter-notification by an affected party. It is iTransact’s policy to suspend or terminate the access privileges of those who repeatedly infringe the copyrights and trademarks of others.

Requirements

To report a notice of trademark or copyright infringement, you will need to provide us with the following information:

1. An electronic or physical signature (typing a full name in the reporting form or an email will be sufficient) of the copyright or trademark owner or a person authorized to act on behalf of the owner;
2. A description of the material that you claim has been infringed;
 - i. With respect to trademark rights, include the basis for your claim of such rights, such as a national or community trademark registration and any applicable registration number, the country or jurisdiction in which you claim such rights, and the category of goods and/or services for which you claim such rights;
3. Identification of the claimed infringing material, including the location of such material on iTransact’s applications, websites or services;
4. Contact information, including the name of the owner of the copyright or trademark and your name, title, address, telephone number, and email address;
5. A statement that you have a good faith belief that the claimed infringing material is not authorized by the copyright or trademark owner, its agent, or the law; and
6. A statement made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright or trademark owner or are authorized to act on behalf of the owner.

7. Submitting a Copyright/Trademark Infringement Notice

If you believe that third party material posted on or accessible through iTransact’s applications, websites, and services constitutes infringement of your copyright or trademark rights, please send a notice of infringement to iTransact’s designated agent to listed below.

8. By submitting the infringement notice, you acknowledge and agree that iTransact or its designated agent may forward the information you provide in your notice to the person responsible for the allegedly infringing material. If you are unsure whether the material you are reporting is in fact infringing, you may wish to contact an attorney before filing a notification with us. Please be aware that under 17 U.S.C. (s) 512(f) of the DMCA, you may be liable for any damages, including costs and attorneys’ fees incurred by us or our merchants, if you knowingly and materially misrepresent that an activity or material is infringing.

compliance@payroc.com

Payroc LLC

Attn: Compliance
Re: Copyright/Trademark Agent
18312 West Creek Drive
Tinley Park IL 60477

Submitting a Counter-Notice after Removal of an Affected Party's Material

If your material has been removed or disabled as a result of an infringement notice and you believe such material is not infringing, or that you have the authorization or right to post and use that material from the copyright or trademark owner, that owner's agent, or pursuant to law, you may send a counter-notice to iTransact's designated agent at the address above.

The counter-notice must include

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. Your name, address, and telephone number; and
5. A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which iTransact may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

EXHIBIT A: MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and You ("Sub-merchant") in connection with the agreements including but not limited to Terms of Service and Payment Terms between Sub-merchant and Payroc LLC dba iTransact ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial

cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions. Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations

including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement. Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. Term and Termination. This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. Limits of Liability. Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. Miscellaneous. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

This Agreement has been accepted by Sub-merchant's authorized officer in accordance with the Provider's Terms of Service and Payment Terms effective as of the date the Sub-Merchant processes the Card Network Specified Amounts.

EXHIBIT B: AMERICAN EXPRESS CARD ACCEPTANCE AND BRAND REQUIREMENTS

1. Defined Terms. As used in this Exhibit B, the following capitalized terms have the following respective meanings:

- "Cardmember" means an individual or entity that has entered into an agreement establishing an American Express Card account, or whose name appears on the American Express Card.
- "Cardmember Information" means any information about Cardmembers and transactions, including, but not limited to, transaction data, and Cardmember name, addresses, American Express Card numbers, and American Express Card Identification Numbers.
- "Establishments" means any or all of your and your affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services including methods that you adopt in the future.
- "Marks" means names, logos service marks, trademarks, trade names, taglines, or other proprietary designs or designations.
- "Other Payment Products" means any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the American Express Card.

2. American Express Card Acceptance. Merchant must accept the American Express Card as payment for goods and services (other than those goods and services prohibited under Section 7 of the Agreement) sold, or (if applicable) for charitable contributions made, at all of Merchant's Establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's Establishments under this Agreement.

3. Treatment of the American Express Brand. Except as expressly permitted by applicable law, Merchant must not:

- indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the American Express Card,
- try to dissuade Cardmembers from using the American Express Card,
- criticize or mischaracterize the American Express Card or any American Express services or programs,
- try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check),
- impose any restrictions, conditions, disadvantages or fees when the American Express Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
- suggest or require Cardmembers to waive their right to dispute any transaction,
- engage in activities that harm our business or the American Express brand (or both),
- promote any Other Payment Products (except Merchant's own private label card that Merchant issues for use solely at Merchant's Establishments) more actively than Merchant promotes the American Express Card, or
- convert the currency of the original sale transaction to another currency when requesting authorization or submitting transactions (or both).

4. Treatment of the American Express Brand (US). Merchant may offer discounts or in-kind incentives from Merchant's regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by applicable law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to Merchant's customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, Network. The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in the paragraph titled, "Treatment of the American Express Brand".

5. Treatment of the American Express Marks. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of the American Express Card and display the American Express Marks as prominently and in the same manner as any Other Payment Products. Merchant must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor in any way (without the prior written consent of American Express) indicate that American Express endorses Merchant's goods or services. Merchant shall only use the American Express Marks as permitted by the Agreement and shall cease using the American Express Marks upon termination of the Agreement.

6. Treatment of American Express Cardmember Information. Any and all Cardmember Information is confidential and the sole property of the American Express Card issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate transactions at Merchant's Establishments in accordance with the Agreement.

EXHIBIT C: ARBITRATION AGREEMENT (AS TO DISPUTES INVOLVING AMERICAN EXPRESS) (U.S.)

In the event that Merchant or iTransact is not able to resolve a "Claim" (as defined in Section 11 below) against American Express, or a claim against iTransact or any other entity that American Express has a right to join, this Exhibit C (this "Arbitration Agreement") explains how Claims may be resolved through arbitration. Merchant or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator. If arbitration is elected by any party, neither Merchant nor iTransact nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, iTransact, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under this Arbitration Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding, and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights Merchant, iTransact, or American Express would have in court may also not be available in arbitration.

1. **Initiation of Arbitration.** Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Arbitration Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and Merchant selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where Merchant's headquarters is located or New York, NY, at Merchant's election.

2. **Limitations on Arbitration.** If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator's authority is limited to Claims between Merchant, iTransact, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, iTransact or American Express and cannot be used in any other case except to enforce the award as between Merchant, iTransact and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Arbitration Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Merchant, iTransact, and American Express do not waive the right to appeal that decision.

3. **Previously Filed Claims/No Waiver.** Merchant, iTransact, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, iTransact, or American Express may

choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement, that was filed against American Express prior to the Effective Date of the Arbitration Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.

4. Arbitrator's Authority. The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Arbitration Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this Arbitration Agreement.

5. Split Proceedings for Equitable Relief. Merchant, iTransact, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.

6. Small Claims. American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.

7. Governing Law/Arbitration Procedures/Entry of Judgment. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If Merchant's Claim is for \$10,000 or less, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Merchant's headquarters or Merchant's assets are located.

8. Confidentiality. The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information

not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.

9. Costs of Arbitration Proceedings. Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Merchant's written request, American Express will consider in good faith making a temporary advance of Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

10. Additional Arbitration Awards. If the arbitrator rules in Merchant's favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which Merchant is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by Merchant.

11. Definitions. For purposes of this Exhibit C, "Arbitration Agreement (as to Claims involving American Express) (U.S.)" only, (i) American Express includes its affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) Merchant includes Merchant's affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) Claim means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against iTransact or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.