

1. Terminology

In this Electronic Signature Acknowledgement policy (E-sign consent), the following definitions apply: "I", "me", and "my" mean the person who is applying to establish a Fortis Payment Systems, LLC ("Fortis") Account. "You" and "we" means Fortis Payment Systems, LLC ("Fortis") and any person, company, bank or financial institution that is an assignee of Fortis Payment Systems, LLC ("Fortis")'s rights.

2. Merchant Consent

I understand that the electronic application process in which I am currently engaged uses an electronic signature process that allows me to sign and agree to legally binding agreements online by using my mouse to click to enter and agree. I acknowledge that I intend to use this electronic application process to provide my signatures electronically. I understand that these signatures are legally binding and are governed by applicable laws in the United States and Canada, including the Federal E-Sign Act of 1997, and/or the UETA governances (United States) and the Personal Information Protection and Electronic Documents Act and applicable provincial electronic transactions legislation (Canada). I represent and warrant that I am authorized by the entity on behalf of which I am signing and agreeing to these agreements to do so. I also agree that the electronic signatures that I provide online will be binding upon me and the entity on behalf of which I am signing and will not be construed by a court of law to have any less effect than a standard ink or paper signature.

I represent that the information I have provided on the Application and Merchant Processing Agreement is complete and accurate, and I authorize Fortis to verify the information on this Application and Merchant Processing Agreement and to receive and exchange information about me, including requesting reports from consumer reporting agencies.

By entering my name and clicking the "I agree", I am agreeing to have the Terms and Conditions presented electronically, which I hereby adopt as my electronic signature, I affirmatively consent and agree that:

You can provide all disclosures required by law and other information about my legal rights and duties to me electronically.

My electronic signature on agreements and documents has the same effect as if I signed them in ink.

3. Disclosures

By accepting this Agreement, I agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that Fortis provides in connection with my Account and use of the Service by posting it on its website, uploading it to my specific Fortis portal, text messaging or emailing it to the address listed on my account. I also agree that electronic disclosures and notices have the same meaning and effect as if you had provided me with paper copies, whether or not I choose to view or print or download the disclosure or other notification. Such disclosures and notices are considered received by me within 24 hours of the time posted to Fortis' website, or within 24 hours of the time emailed to me unless I receive notice that the email was not delivered. Communications include but not limited to:

- agreements and policies, such as the Merchant Processing Agreement, Privacy Policy, etc. including updates;
- annual disclosures.



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- transaction receipts and confirmations.
- statements and history; and
- federal and state tax statements
- chargeback notifications

Fortis reserves the right, at its sole discretion, to amend, change or modify portions of the Terms and Conditions. When we do this, refer to the Terms and Conditions document which corresponds to your contract, and it will indicate the date of such revision. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new terms of conditions of the Agreement.

4. Technical Requirements

I understand that in order to access and retain the electronic Disclosures I will need the following:

- A computer with an Internet connection.
- A current web browser that includes 128-bit encryption. The browser must have cookies enabled.
- A valid email address.
- Sufficient storage space to save past Disclosures and/or an installed printer to print them.
- If a spam filter is used to block or re-route emails from senders not listed in my email address book, I must add Fortis' email address to my email address book.

5. Legal Effect

By consenting, I agree that electronic Disclosures have the same meaning and effect as if you provided paper Disclosures to me. When you send me an email or other electronic notification alerting me that the Disclosure is available electronically and you do in fact make it available online, that shall have the same meaning and effect as if you provided a paper Disclosure to me, whether or not I choose to view the Disclosure, unless I had previously withdrawn my consent to receive Disclosures electronically. I understand and agree that Disclosures are considered received by me within 24 hours of the time posted to your website, or within 24 hours of the time emailed to me unless you receive notice that the email was not delivered.

6. Requesting Paper Documents and Withdrawing Consent

I understand that I may request paper copies of the Disclosures within 180 days of the date of the Disclosure, and that you will provide them to me by mail at no charge. I understand that I have the right to receive these Disclosures in paper form. I can request paper copies and/or withdraw consent by contacting you at:

Fortis

CustomerService@fortispay.com

855-465-9999



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Any withdrawal of my consent to receive electronic Disclosures will be effective within 30 days of my withdrawal. I understand and agree that if I withdraw my consent to receive

Electronic Disclosures you may, though you are not obligated to, cancel my Fortis Account.

7. Updating Email Address

I can change my email address by signing into my Fortis Portal at any time. I can also do this by contacting you at the above email address or telephone number.

8. Cancellation of Disclosures

I understand and agree that you reserve the right to cancel this electronic Disclosure service, change the terms of use of this service or send Disclosures in paper form at any time. I understand and agree that you are responsible for sending notice of the Disclosures to me electronically including at the email address I have provided but are not responsible for any delay or failure in my receipt of the email notices.