



Introduction

The Fortis Payment Systems, LLC ("Fortis") Terms and Conditions is a legal agreement (this "Agreement") between you ("Sub-Merchant," "user," "you" or "your") and Fortis Payment Systems, LLC ("Fortis", "we," "our" or "us") governing your use of an Account (as defined below) and payment processing services ("Services") Fortis provides. Services also includes Fortis' payment processing services, as well as our website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Fortis, directly or indirectly. This Agreement shall be effective upon acceptance by Fortis. It shall continue indefinitely unless and until terminated by either party.

Sub-Merchant and Fortis have entered into the Agreement which sets forth, among other things, terms and conditions under which Fortis will provide Sub-Merchant with the Services that facilitate Sub-Merchant's acceptance of credit and debit card payments for products and services provided to customers. Fortis has an agreement with an Acquirer and a Bank who collectively provide payment processing and Card sponsorship to Fortis on behalf of its Sub-Merchants.

In exchange for Fortis, (the Guaranteed Party) acceptance of, as applicable, the Agreement, the undersigned ("Guarantor") unconditionally and irrevocably guarantees the full payment and performance of Sub-Merchant's obligations under this Agreement, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of the Agreement and whether the undersigned has received notice of any amendment of the Agreement. The Guarantor waives notice of default by Sub-Merchant and agrees to indemnify the Guaranteed Party for all amounts due from Sub-Merchant under this Agreement. The Guaranteed Party shall not be required to first proceed against Sub-Merchant to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Party are relying upon this Personal Guaranty in entering into the Agreements, as applicable.

We reserve the right, at our sole discretion, to amend, change or modify portions of this Agreement at any time. When we do this, we will post the revised Terms and Conditions on www.fortispay.com/payfac-terms-and-conditions and 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 and conditions of the Agreement.

By Clicking "I Agree", you agree to be bound by all Terms and Conditions of this Agreement, including, without limitation, all documents, policies, and procedures incorporated herein by reference. You further agree that your electronic signature has the same effect as your manual, physical signature. Your electronic signature (via "click-through" or other method) has the same effect as if you signed them in ink.

This Agreement governs your relationship with us and becomes effective when you click “I Agree” (“Effective Date”) and is accepted by Fortis. To use the Service, you must agree to all the terms of this Agreement. Sub-Merchant may begin to sell its products and services and use the Services after approval of the account (“Account”).

The Service

Fortis provides the Service to you to facilitate payments to Sub-Merchant by card and direct debit payments (Canada only). These transactions are between Sub-Merchant and their customers. The Services are intended to be used for business purposes and not for personal, family, or household use. The Services allow you to accept valid payments from your customers using credit and debit cards (“Card(s)”) issued by members of Visa, Mastercard, Discover, and American Express (collectively “Card Organizations”). For payments by Card, Fortis initiates the payment process by providing information to a processor that sends it to a bank that is a member of one of the Card Organizations. The processor and member bank are referred to collectively as the “Bank”. The Bank is obligated to pay Sub-Merchant under both (a) the provisions of its agreement with Fortis, and (b) the by-laws, Rules, policies, and procedures of the Card Organizations as in effect from time to time (the “Rules”), that make the Bank responsible for settling with you as a Sub-Merchant. As the provider of the Services, we have certain obligations under the Rules.

Merchants who will accept Google Pay payments must read and agree to the Google Pay API Terms of Service (link: <https://payments.developers.google.com/terms/sellertos>) and Google Pay APIs Acceptable Use Policy (link: <https://payments.developers.google.com/terms/aup>).

Fortis’ Role and Responsibilities

Fortis provides data processing services for Sub-Merchants. Fortis is a Payment Service Provider (“PSP”), not a bank, money transmitter, or Money Services Business (“MSB”), and we do not offer banking or MSB services as defined by the United States Department of Treasury or the Canadian equivalent of the Department of Treasury. As a PSP, Fortis collects, analyzes, and relays information generated in connection with payments between Sub-Merchants and its customers. You authorize Fortis to provide this information to the Bank in order for the Bank to facilitate payments from your customers to you through the Card Organizations, or the ACH, as applicable. As a result, the Bank - and not Fortis - actually conducts the settlement of card transactions and direct debit payments to Sub-Merchants. Fortis does not at any point hold, own or control funds in connection with the Services, nor does Fortis transmit money or monetary value. In connection with the Services, Fortis does not actually or constructively receive, take possession of, or hold any money or monetary value for transmission, and does not advertise, solicit, or hold itself out as receiving money for transmission. The Bank is the party with the sole responsibility for conducting the settlement of funds between Sub-Merchants and its customers. In order to act as a PSP, Fortis must enter into agreements with the Card Organizations, processors, and the Bank. You are not a third-party beneficiary of these agreements. Each of the Card Organizations is a third-party beneficiary of this Agreement and has beneficiary rights, but not obligations, and may enforce this Agreement against you.

Sub-Merchant Account & Verification

Fortis allows businesses to register for the Services if they are located in the United States or Canada. The principals of a Sub-Merchant must be either a United States/Canadian citizen or a legal permanent resident of the United States/Canada, AND the Sub-Merchant must be a United States/Canadian business or nonprofit organization having a physical presence in the United States and/or Canada and authorized to conduct business by the state or provinces in which it operates. A Sub-Merchant who opens an Account must be eighteen (18) years of age or older. You may open an Account for a business or nonprofit organization only if it is legitimate and you have the authority to enter into this Agreement on its behalf. Your acceptance of this Agreement constitutes acceptance by the business or nonprofit organization. Each Account must be linked to a verified U.S. or Canadian bank account.

Within the United States or Canada, a Sub-Merchant enters into a contractual relationship with Fortis. Fortis asks Sub-Merchant for additional information, such as street address, telephone number, tax identification number (applicable to United States only), and date of birth to verify your identity. You authorize Fortis to obtain consumer reports and background checks from a credit reporting agency and/or a third-party that conducts identity and background checks on the signer of the application, owners, partners, or members with 25% or more ownership, and principal shareholders, if the entity is a corporation and the person that has managerial control of the business, if different than the signer. You agree to provide supplemental documentation upon request (including but not limited to articles of incorporation, articles of organization, passports, driver's license and/or a business license). You authorize Fortis, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third-party databases).

Your use of Card Organization logos and marks ("Marks") is governed by the Rules; you must familiarize yourself with and comply with these requirements. The Card Organizations are the sole and exclusive owners of their respective Marks. The Sub-Merchant agrees not to contest the ownership of the Marks for any reason. The Card Organizations may at any time, immediately and without advance notice, prohibit the Sub-Merchant from using any of the Marks for any reason. The Card Organizations have the right to enforce any provision of the Rules and to prohibit the Sub-Merchant and Fortis from engaging in any conduct the Card Organizations deem could injure or could create a risk of injury to the Card Organizations, including injury to reputation, or that could adversely affect the integrity of the Interchange System. The Sub-Merchant will not take any action that could interfere with or prevent the exercise of this right by the Card Organizations. On an ongoing basis, the Sub-Merchant is promptly to provide Fortis with the current address of each of its offices, all "doing business as" (DBA) names used by the Sub-Merchant, and a complete description of goods sold and services provided.

Underwriting

Fortis will review the information that you submit in connection with your request to sign up for the Services. You must provide accurate and complete information. If we cannot verify that this information is complete and accurate, your identity cannot be validated, or creditworthiness determined unsatisfactory, we may deny your use of our Service, or close your Account, if it was previously approved. These are not all the reasons an account may be declined. Your Account could be declined for compliance reasons, as well. Fortis may close your Account at any time, with or without cause, with or without notice.

You agree that Fortis may share information about you and your Account with its processor and/or the Bank. After you submit your application, Fortis or its processor and/or the Bank may conclude that you will not be permitted to use the Services. You also agree that Fortis is permitted to share

information about you and your application (including whether you are approved or declined), and your Account with the Card Organizations, your bank or other financial institution. This includes sharing information (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct Fortis' risk management process.

You agree that Fortis may periodically obtain additional consumer reports to determine whether you continue to meet the requirements for an Account.

Prohibited Activities

By applying as a Fortis Sub-Merchant, you confirm that you will not accept payments or use the Service in any of the categories/businesses, or engage in any of the activities (as may be updated by Bank, the Card Organizations, and/or Fortis in their sole discretion from time to time) outlined in Schedule B. The prohibited lists for FIS and Fiserv are listed in Schedule B.

If Fortis determines that you have received funds resulting from fraud or a prohibited activity, those funds may be held, voided, or returned. In addition, if we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, your access to the Services, and any of your transactions with law enforcement.

E-Sign Disclosure and Consent

Electronic Delivery

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

1. agreements and policies, such as this Agreement and our Privacy Policy, including updates.
2. annual disclosures.
3. transaction receipts and confirmations.
4. statements and history; and
5. federal and state tax statements.
6. chargeback notifications

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

1. A computer with an Internet connection.
2. A modern web browser that includes 128-bit encryption, such as the current version of Chrome (www.google.com/chrome), Internet Explorer (www.microsoft.com/ie), Mozilla Firefox (www.mozilla.com), or Apple Safari (www.apple.com/safari);
3. Adobe Acrobat Reader version 8.0 and above to open documents in PDF format.



4. A valid email address (your primary email address registered with Fortis); and
5. Sufficient storage space to save past Communications or an installed printer to print them.

Updating Your Contact Information

It is your responsibility to keep your primary email address up to date. You understand and agree that if Fortis sends you an electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Fortis will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Fortis to your email address book so that you will be able to receive the Communications we send to you. You can update your primary email address or street address at any time by calling Fortis Customer Service at 855-465-9999.

Authorization

You authorize the Bank to hold, receive, disburse, and settle funds on your behalf. Your authorization permits the Bank to generate a paper draft or electronic funds transfer to process each payment transaction that you authorize. Subject to this Agreement, you also authorize the Bank to debit or credit any payment card or other payment method we accept.

You authorize the Bank to initiate electronic ACH entries to each bank account that you set up and to initiate adjustments for any transactions credited or debited in error. You agree to be bound by the ACH Rules. Your authorization will remain in full force and effect until you notify us that you revoke it by contacting Fortis at 1- 855-465-9999 or by closing your Account. You understand that Fortis requires a reasonable time to act on your revocation.

Funds Management

The Bank will hold any funds associated with your Account in an account separate from any account used for Fortis' corporate funds. Fortis will not and cannot use your funds for our corporate purposes (including the granting of any security or similar interest), will not voluntarily make funds available to our creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit our creditors to attach the funds. You will not receive interest or any other earnings on any funds that the Bank holds for you. As consideration for using the Service, you irrevocably assign to us or the Bank all rights and legal interests to any interest and/or other earnings or benefits that may accrue or are attributable to the Bank holding your funds in a pooled account. If your Account is negative for an extended period of time (as defined by Fortis in its sole discretion), the Bank may close your Account and we may pursue legal action or other collection efforts.

Card Acceptance

Fortis supports most domestic credit, debit, prepaid or gift cards with a Visa, Mastercard, American Express or Discover logo. In addition, Fortis supports most international cards with these logos. We may add or remove support for certain payment cards at any time without prior notice. We may elect only to process cards that receive an authorization from the applicable issuer. You understand that there may be times when the customer may not be the authorized user of the Card or that such customer may otherwise contest the transaction through the Chargeback process. You agree to comply with the Chargeback process and the liability associated with such Chargebacks. You agree to provide Fortis with a list of all of the cards issued by Card Organizations that Fortis supports, and you intend to accept in accordance with the terms of this Agreement. Fortis also supports payments via ACH with a U.S. bank account. We may conduct verification checks on customers to ensure account ownership and sufficient balance, and we may refuse to process payments from customers at our discretion.

Compliance with Rules and Laws

You must comply with all rules and Rules issued from time to time by the Bank (as Fortis makes them available from time to time) and Card Organizations; any policies, procedures, and instructions provided by us; and the Payment Card Industry Data Security Standards ("PCI DSS") and the Payment Application Data Security Standard ("PA-DSS") (collectively, "Rules"). The Rules are incorporated into this Agreement by reference as if they were fully set forth in this Agreement. You shall comply with all applicable national, federal, state, and local laws, rules, regulations, requirements, or other standards established by any governmental authority having jurisdiction to control such activities ("Applicable Law"), including, without limitation, those relating to anti-money laundering compliance, Office of Foreign Asset Control compliance, the Federal Trade Commission, bank regulatory authorities, and state and local consumer protection agencies. You will assist us in complying in a complete and timely manner with all Laws and Rules, now or hereafter applicable to any Card transaction or this Agreement. You will execute and deliver to us any information we may reasonably deem necessary. If any terms of this Agreement conflict with the Rules, the Rules will govern. For example, where you accept payment cards on your website, you will display each card's logo with equal size and prominence, and you shall not display a preference for, or discriminate against, one card brand over another. If you are required to enter into such an agreement and decline to do so, we may suspend or terminate your Account. Notwithstanding Fortis' assistance in understanding the Rules, you expressly acknowledge and agree that you are assuming the risk of compliance with all provisions of the Rules, regardless of whether you have possession of those provisions. The Card Organizations make excerpts of their respective Rules available on their websites (including usa.visa.com, www.mastercard.com, www.americanexpress.com and www.discover.com).

Effective January 1, 2020, Fortis has updated its privacy policy to conform to the CCPA, and provide current information regarding our privacy practices, including more details about the personal information we collect, how we use it, and your rights and choices regarding your personal information. You can review Fortis' privacy policy at <https://fortispay.com/privacy-policy/>.

Payment Card Industry Data Security Standard (PCI-DSS)

"Cardholder Data" is information associated with a payment card, such as account number, expiration date, and CVV2. Fortis will maintain all applicable PCI DSS requirements to the extent Fortis possesses or otherwise stores, processes, or transmits cardholder data on your behalf, or to the extent Fortis could impact the security of your cardholder data environment.

You agree to comply at all times with PCI DSS. Further, you agree to certify such compliance and provide documentation in accordance with the Rules, or when asked by Fortis to become compliant. You also agree that you will use only PCI compliant service providers in connection with the storage, processing, or transmission of Cardholder Data.

You are fully responsible for the security of data (including but not limited to Cardholder Data) on your website or otherwise in your possession or control. You agree to comply with all applicable laws and Rules in connection with your collection, security, and dissemination of any personal, financial, or transaction information.

Unless you receive the express consent of your customer, you may not retain, track, monitor, store, disclose or otherwise use data (e.g., to send any marketing or promotional materials to Customer) except for the transaction for which it was given and any post-transaction activities in connection with such immediate transaction (e.g., chargeback).

In the event of a data breach in which the Card Organizations have determined you were not in compliance during the time of the breach, you will be responsible for any fines and/or penalties that they assess.

For Canadian Sub-Merchants personal information means information about an identifiable individual as defined and limited by the Personal Information Protection and Electronic Documents Act ("PIPEDA" Canada). Payment card information is considered Personal Information. You agree that you will not compile lists of payment card information or transaction information. You also agree to secure all Personal Information, including transaction receipts, contracts, rental/lease agreements and warranty information. The parties agree that securing Personal Information includes limiting access to select personnel (required for compliance with your obligations under this Agreement) and destroying such Personal Information in a manner that ensures that it is not readable, when no longer required for purposes of compliance with your Agreement. You (and if necessary, each principal, Guarantor or other individuals that have signed this Agreement) agree and consent to the fact that we may, from time to time, use your credit, financial and related Personal Information provided in connection with this Agreement and any update, renewal or extension of same for the following purposes: (i) evaluate current and ongoing credit worthiness; (ii) evaluate your eligibility for the services and establish, administer, service, and collect in respect of the Services and enforce provisions of your Agreement; (iii) to share personal and credit information with and collect such information from our affiliates, agents, representatives, credit reporting agencies, businesses and financial institutions pursuant to the provision of the Services contemplated in your Agreement; (iv) to verify your identity including matching records or credit information; (v) to share Personal Information in connection with your Authorization, POS equipment (the "Equipment") sale/rental/lease, automatic debit process and with third parties to register a security interest as contemplated in your Agreement; (vi) for detecting and preventing fraud and complying with anti-money laundering and terrorist financing regulations, including checking your identity against watch

lists established by regulatory agencies or similar bodies in Canada and foreign countries; (vii) for evaluating the performance of our merchant portfolio; (viii) to allow our service providers to collect, use, store or process Personal Information on our behalf; (ix) to meet legal, regulatory, audit, processing and security requirements. We may otherwise collect, use, and disclose Personal Information as permitted or required by law. You also authorize us to obtain financial and credit information relating to you, from credit reporting agencies, businesses, and financial institutions with which you make arrangements with, and references you have provided, in connection with our decision to provide the Services and monitor your financial and credit status. Additionally, you agree to authorize us to share information concerning your business with any of our agents and/or affiliates and applicable Card Organization, Card Organization members and credit reporting and debt recovery agencies in connection with the performance of the Services set forth in your Agreement.

Information Sharing

You agree that Fortis is permitted to share information about you and your application (including whether you are approved or declined), and your Account with your bank or other financial institution. This includes sharing information (a) about your transactions for regulatory or compliance purposes; (b) for use in connection with the management and maintenance of the Service; (c) to create and update their customer records about you and to assist them in better serving you; and (d) to conduct Fortis' risk management process.

In addition, we may share some or all of the information about you and your transactions without processor, the Networks, and our other partners (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with Fortis, to operate and promote the respective Card Organizations, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose.

For Canadian Sub-Merchants we may also use your (and each principal Guarantor or other individuals that have signed this Agreement) business and Personal Information and disclose such information to parties connected with or involved in the proposed or actual financing, insuring, securitization, sale, assignment or other disposal of all or part of our respective businesses or assets (including, for example, your Agreement, Account or amounts owing to us) for the purposes relating to the evaluation and/or performance of these transactions. Successors and assignees of our business or assets may collect, use, and disclose your business or Personal Information as described in this section. You understand that some of our affiliates or service providers may be located outside Canada, and your Personal Information may be transferred or processed outside of Canada, subject to legal requirements applicable to us and our service providers or affiliates, including those requirements set forth by foreign jurisdictions.

Transactions and Limits

Transactions may have various states such as Pending, Received, Approved, Declined, or Error. If a transaction is "Pending", it is waiting for a response from the processor. "Received" indicates that a transaction has been received but does not have a definitive status. The transaction may be in review. The transaction could later be "voided", which indicates the transaction was stopped or reversed. This could be due to inaccurate or incomplete information about your Account, our inability to validate the legitimacy of a payment, customer, or Sub-Merchant, or another proprietary reason. You should check the Declined report to obtain the status of these transactions. You also may contact Fortis for more information. Although payments are voided, the removal of an authorization on a customer credit card or a return of funds to a customer bank account may not be immediate, and Fortis cannot guarantee availability of funds within a specific timeframe.



"Approved" indicates that a transaction has cleared, and the funds will be made available in the Sub-Merchant's Account. If Fortis determines that the transaction is related to a restricted or prohibited business or activity or that the transaction is the result of fraudulent activity or the transaction was on the Sub-Merchant's personal credit/debit card, Fortis may reverse or refund the transaction at any time.

"Declined" indicates that a transaction could not be processed due to inaccurate Account information, insufficient funds, or another transaction-related reason.

An "Error" response indicates an error with the submission of the transaction. You must fix the error prior to resubmitting the transaction. Upon the release of transaction information by Fortis, a Customer will be debited or charged by the Bank. The Sub-Merchant agrees that the Customer's obligation to the Sub-Merchant is treated as paid at the time of (a) the release of this transaction information when a transaction enters the "Approved" state; and (b) the related initiation of processing by the Bank. After the initiation of processing by the Bank, Sub-Merchant agrees not to attempt to collect or otherwise seek payment from the Customer, because Sub-Merchant agrees Customer's obligation to the Sub-Merchant has been conclusively discharged. Sub-Merchant agrees that the Customer is a third-party beneficiary of the preceding two sentences. Transactions may stay in a "Received" state before "Approved" if Fortis is reviewing a transaction for risk purposes. Transactions in this state should not be treated as paid until they are "Approved". Transactions may be disputed, regardless of state, by the Customer. Disputes resolved in favor of the Customer may result in reversal of the disputed transaction, regardless of state.

Fortis reserves the right to limit or restrict transaction size or volume at any time. If you would like to increase your limits, please contact Fortis at 1-855-465-9999. Upon receiving this request, Fortis will conduct a review of your Account, and decide whether to lift or remove these limits. Fortis will consider a variety of factors in making this decision and will make this determination at its sole discretion.

All transactions are subject to review for risk and compliance purposes and can be delayed or postponed at Fortis' sole discretion.

Deposit of Funds

The Bank will transfer funds to the Sub-Merchant's bank account as instructed by Fortis. The Bank will transfer funds no more than thirty (30) days after funds settle to the Bank, subject to any "Hold" or "Reserve" imposed under the Reserve Section below. If the Bank cannot transfer the funds to the Sub-Merchant's bank account (due to inaccurate or obsolete bank account information entered by the Sub-Merchant, or for any other reason), Fortis may return the funds to the Customer or escheat them pursuant to Section 20. Neither the Bank, Fortis, nor the Customer will have any liability to Sub-Merchant for funds returned in this manner.

Settlements to a bank account may be limited or delayed based on your perceived risk and history with Fortis. If you would like to request an increase to your settlement limit, please contact Fortis at 1-855-465-9999. Upon receiving this request, Fortis will conduct a review of your account. Fortis will consider a variety of factors in making this decision and will make this determination at its sole discretion.

Should Fortis need to conduct an investigation or resolve any pending dispute related to your Account, the Bank may defer payout or restrict access to your funds for the entire time it takes us to do so. The Bank may also defer payout or restrict access to your funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity.

Furthermore, if Fortis or the Bank suspects future chargebacks or disputes as a result of transactions to your Account, the Bank may defer payout and/or restrict access to your funds until Fortis or the Bank reasonably believes, in their sole discretion, that the risk of receiving a chargeback or dispute has passed.

All settlements to Sub-Merchants are subject to review for risk and compliance purposes and can be delayed or postponed at Fortis' sole discretion.

Reserve

The Bank, at any time, may temporarily suspend or delay payments to you and/or designate an amount of funds that the Bank must maintain in your Account ("Reserve") to secure the performance of your payment obligations under this Agreement. We may require a Reserve for any reason, including high chargeback risk or indications of performance problems related to your use of the Service.

The Reserve will be in an amount as reasonably determined by us to cover anticipated chargebacks, returns, unshipped merchandise and/or unfulfilled services or credit risk based on your processing history or such amount designated by our processor. The Reserve may be raised, reduced, or removed at any time by Fortis, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in Fortis' favor, or otherwise as Fortis or its processor or the Bank may determine or require. If you do not have sufficient funds in your Reserve, the Bank may fund the Reserve from any funding source associated with your Account, or from any other Account under your control or any funding source associated with such other Account, including but not limited to any funds

(a) credited to your Account, (b) due to you under this Agreement, 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, without prior notice to you, to collect amounts that you owe us under this Agreement, including without limitation for any reversals of deposits or transfers made to your Account. 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; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to your Reserve. You will not be entitled to a return of any sums remaining in reserve for up to 270 days following termination of your Account.

Fees

Fortis charges fees to you for using the Service. The Bank withholds these fees from payments received by you. These fees are netted by the Bank against other funds due to you or debited by the Bank from your bank account. If you owe Fortis money, the Bank may deduct that money from your incoming payments or debit your bank account, to the extent permitted by law. The Bank may set off any obligation you owe us under this Agreement (including chargebacks) against any credit in your Account or against any amounts due to you. All Fees are deducted first from the transferred or collected funds and thereafter from your Account. If you do not have sufficient funds, the Bank may collect from any funding source associated with your Account. If the fee amount is returned by the bank for any reason, an ACH Reject fee of \$25.00 will be assessed to you. You agree to pay Fortis the fees that are listed on the Fee Disclosure page of the Sub-Merchant Processing Agreement, or as amended from time to time by Fortis (the "Fees"). Subject to the terms of this Agreement, we reserve the right to change our Fees at any time. By continuing to use the Service, you consent to the change in Fees. To withdraw your consent, you must close your Account. For **Canadian merchants**, per the Code of Conduct guidelines, Fortis may increase the fees or introduce a new fee, upon providing 90 days prior notice to Merchant. Merchant may terminate the Merchant Agreement without any early termination fee or other penalty within ninety (90) days of receiving such notice.

Fees that you pay to process a card transaction, commonly called merchant discount, is a combination of base costs and markups. Base fees consist of interchange and assessments. They are the same for all processors. Interchange is the largest part of the Fees that you will pay. This Interchange goes to the card-issuing banks. None of this Fee is realized as revenue to the processor or the Card Organizations. Fortis' Canadian Merchants may not require any Cardholder to pay any part of any discount rate or other charge imposed upon Merchant by the Merchant Agreement, whether through imposition of a price increase not imposed on cash paying customers or through imposition of any charges not imposed on cash paying customers. However, nothing herein shall prevent Merchant from offering (i) discounts to customers for cash purchases or (ii) differential discounts to customers among different Card Associations. Such discounts are required to clearly mark the availability of at the point of sale. The Card Organizations charge assessments on every transaction. Assessments are the same for all processors and no processor can give you a lower rate. This is how the Card Organizations yield a profit. The types of fees are expansive and have historically changed once or twice a year.

The processing fees include the following; however, may not be all inclusive: Visa Fixed Acquirer Network Fee (FANF), Visa ACQ Processing Fee, Visa Misuse of Auth Fee, Visa Zero Floor Limit Fee, Visa International Acquirer Fee, Visa Kilobyte Fee, Visa ADF Partial Auth Non Participation Fee, FANF, Visa ACQ ISA Fee, Visa Trans Integrity Fee, Visa Proc Fee, Visa BIN Fee, Mastercard Kilobyte Fee, Mastercard Proc Fee, Mastercard AVS Fee, Mastercard CVC2 Fee, Mastercard Acquirer Support Fee, Mastercard Cross Border Fee, Mastercard National Acquirer Brand Usage Fee (NABU), Mastercard Processing Integrity Fee, MC ICA AVS Fee, MC Digital Fee, MC License Fee, MC Location Fee, Mastercard Business to Business US Fee, Discover Network Authorization Fee, Discover International Processing Fee, Discover International Service Fee, Discover Data Usage, American Express Network Fee, American Express System Processing Fee, Jeanie/Pulse/NYCE/Accel, Debit Networks Annual Fee, and Star Debit Network Annual Fee. Card Fees apply to Visa, Mastercard, Discover and American Express.

These Fees may be identified separately on your statement based on the type of pricing you chose. If your pricing structure is interchange plus; sometimes referred to as cost plus, the assessments are passed directly to you, and you will see the Fees displayed on your statement. If your price structure is a bundled rate; sometimes called a one-rate or two- rate price plan, these Fees are included in the rate and will not be displayed independently.

Monthly fees, pin-based debit fees, gateway fees and miscellaneous/other fees may be assessed. Examples of other charges that may be assessed include an authorization or transaction fee, International Surcharge, the use of Account Updater, a set-up and/or monthly service fee, batch fee, monthly minimum fee, PCI non-compliance fee and an early termination fee. You will be responsible for any fees that apply due to fraudulent transactions including but not limited to card testing. Card testing occurs when someone tries to determine if stolen card information can be used to make purchases by attempting authorizations using your payment page. We also charge you Fees for processing exceptions, such as when a Sub-Merchant receives a retrieval request or chargeback. If you purchase any payments processing equipment from Fortis, you will also be charged shipping and handling fees and sales tax, if applicable.

Canadian Merchants will receive a minimum of 90 days' notice of any fee increases or the introduction of a new fee related to any credit or debit card transactions. The notice to the Canadian merchant will describe the nature of the fee change and will provide a summary of the changes, facilitating the merchant to be able to see the difference. A fee change will be clearly highlighted on the merchant statement the month following a fee change and a fee disclosure will be provided to Canadian merchants who request an updated copy following the fee change. Canadian Merchants will receive a minimum of 90 days' notice of any reduction in applicable interchange rates.

This Agreement shall be effective upon acceptance by Fortis. It shall continue indefinitely unless and until terminated by either party. If the Merchant or Fortis terminates the Agreement prior to the initial two years (24 months) of this Agreement, an early termination fee may be assessed, as disclosed in the Fee Disclosure page in the Sub-Merchant Processing Agreement.

Taxes

Fortis or the Bank may have tax reporting responsibilities in connection with the Service. For example, Fortis or the Bank will report to the Internal Revenue Service ("IRS") on Form 1099-K as required by law, your name, address, Tax Identification Number (such as Employment Identification Number or Social Security Number), the total dollar amount of the payments you receive in a calendar year, and the total dollar amount of the payments you receive for each month in a calendar year.

However, you are responsible for determining all taxes assessed, incurred, or required to be collected, paid, or withheld, in connection with your use of the Service. You are solely responsible for collecting, withholding, reporting, and correctly remitting any taxes to the appropriate tax authority. Fortis is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from your use of the Service.

Sub-Merchant Obligations***Exclusivity***

During the term of this Agreement, Fortis shall be the exclusive provider of the Services. “Merchant” or “Sub-Merchant” shall not seek or accept services similar to the Services from other providers unless the prior written approval is obtained from Fortis.

Representations and Warranties

You represent and warrant to us that: (a) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by you when you registered is your business name under which you sell goods and services; (c) any sales transaction submitted by you will represent a bona fide sale by you; (d) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a Customer; (e) you will fulfill all of your obligations to each Customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the Customer; (f) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (g) except in the ordinary course of business, no transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of your entity; (h) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service; (i) your use of the Service will be in compliance with this Agreement. For additional transaction criteria, refer to Schedule C.

Customer Service

You are solely responsible for all customer service issues relating to your goods or services, including pricing, order fulfillment, order cancellation by you or the 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 Fortis. You will cooperate with Fortis to ensure that Customers have access to clear customer service information, including an active customer service email address and telephone number.

Refunds and Returns

You agree to process returns and provide refunds and adjustments for goods or services through your Account in accordance with this Agreement and the Rules and ACH Rules. The Rules require that you will (a) maintain a fair return, cancellation, or adjustment policy; (b) disclose your return or cancellation policy to Customers at the time of purchase, (c) not give cash refunds to a Customer in connection with a payment card sale, unless required by law, and (d) not accept cash or any other item of value for preparing a payment card sale refund. You will not submit a refund relating to any transaction not originally submitted to us, nor will you submit a refund that exceeds the amount of the original transaction. Your refund policies must be the same for all payment methods. If your Customer is dissatisfied with your refund policy, the Customer may dispute the payment.

Retrieval & Chargeback Handling

A retrieval request occurs when the card issuer asks for a copy of the actual sales receipt or invoice of a transaction. This is the first step the issuer may take prior to the transaction being disputed and becoming a chargeback. A fee may be assessed for each retrieval request. The amount of a payment may be charged back to you if (a) it is disputed by a Customer, (b) it is reversed for any reason, (c) it was not authorized or we have any reason to believe that the transaction was not authorized, or (d) it is unlawful, suspicious, or in violation of the terms of this Agreement. If a chargeback occurs, you owe us and will immediately pay us the amount of any chargeback and any associated fees, fines, or penalties assessed by the Bank, our processor, or the Card Organizations. If you do not have sufficient funds in your Account, we will have the remedies set forth in "Collection Rights" section below. If you have pending chargebacks, the Bank may delay payouts to you. You are responsible for all chargebacks, whether or not the chargeback complies with the Rules.

Further, if we reasonably believe that a chargeback is likely with respect to any transaction, the Bank may withhold the amount of the potential chargeback from payments otherwise due to you under this Agreement until such time that: (a) a chargeback is assessed due to a Customer's complaint, in which case the Bank will retain and refund the funds; (b) the period of time under applicable law or regulation by which the Customer may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur.

If we determine that you are incurring an excessive amount of chargebacks, Fortis or the Bank may establish controls or conditions governing your Account, including without limitation, by (a) assessing additional Fees; (b) creating a Reserve in an amount reasonably determined by us to cover anticipated chargebacks and related fees; (c) delaying payouts; and/or (d) terminating or suspending the Service or closing your Account.

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Service. 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 the reserved funds to you. If a chargeback dispute is not resolved in your favor by the Card Organizations or issuing bank or you choose not to contest the chargeback, we may recover the chargeback amount and any associated fees as described in this Agreement. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) 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.

Collection Rights

If you owe Fortis money, the Bank may deduct that money from your incoming payments or debit your bank account, to the extent permitted by law. The Bank may set off any obligation you owe us under this Agreement (including chargebacks) against any credit in your Account or against any amounts due to you. All Fees are deducted first from the transferred or collected

funds and thereafter from your Account. If you do not have sufficient funds, the Bank may collect from any funding source associated with your Account, or from any other Account under your control, or from any funding source associated with such other Account, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered with the Bank. Your failure to pay in full amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one and one-half percent (1½%) per month or the highest rate permitted by law. In its discretion, Fortis may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. You hereby expressly agree that all communication in relation to delinquent accounts will be made by electronic mail, by phone, or any other means as provided by you to Fortis. Such communication may be made by Fortis or by anyone on its behalf, including but not limited to a third-party collection agent.

Third-party Partnerships

You may be offered services, products and promotions provided by third parties. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with them. You agree that Fortis is not responsible for the performance of these services. The website may contain links to third-party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Fortis. You agree that you access any such website at your own risk, and that the site is not governed by the terms and conditions contained in this Agreement. Fortis expressly disclaims any liability for these websites. When you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

Direct Relationship with Bank

Sub-Merchant understands that the Bank and/or Card Organizations may require a direct agreement with you. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in Mastercard transactions (or such other amount provided by the Rules ("Benchmark Amount") is processed through and on behalf of Sub-Merchant in any 12-month period, Sub-Merchant will automatically be deemed to have accepted, and will be bound by, the "Merchant Services Agreement for Sub-Merchants" with Acquirer which is set forth in Schedule A to this Agreement, if it applies to you. The terms of which will be independently enforceable by Acquirer. By agreeing to this Agreement (by "click through" or otherwise), you also agree to the terms and conditions of the Merchant Services Agreement for Sub-Merchant, which constitutes a legal binding contract between you and World Pay, Inc. or Fiserv, Inc., whichever one applies and its designated Member Bank.

Term & Termination

This Agreement shall be effective upon acceptance by Fortis. It shall continue indefinitely unless and until terminated by either party. If Sub-Merchant closes the account, they will be responsible for all fees assessed in the month of closure. If either party terminates this Agreement during the first two years (24 months), a termination fee may be assessed and electronically debited from merchant's account.

When you close your Account, any pending transactions may be cancelled. Any funds that the Bank is holding in custody for you at the time of closure, less any applicable Fees, will be paid out to you. If an investigation is pending at the time you close your Account, the Bank may hold your funds as

described herein. If you are later determined to be entitled to some or all of the funds in dispute, the Bank will release those funds to you.

We may terminate this Agreement and close your Account for any reason or no reason at any time upon notice to you. We may also suspend the Service and instruct the Bank to suspend access to your Account (including the funds in your account) if you (a) have violated the terms of Fortis' policies or this Agreement; (b) pose an unacceptable credit or fraud risk to us; or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct. If your Account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement; (b) to immediately stop using the Service and to remove all Card Organization logos from your website and wherever else they are displayed; (c) that the license provided under this Agreement shall end; (d) that we reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers; and (e) that Fortis shall not be liable to you or any third-party for termination of access to the Service, deletion of your information or Account data, or export of your information or Account data. For **Canadian merchants**, per the Code of Conduct guidelines Fortis may increase the fees or introduce a new fee, upon providing 90 days prior notice to Merchant. Merchant may terminate the Merchant Agreement without any early termination fee or other penalty within ninety (90) days of receiving such notice.

We will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of the Service. Any termination of this Agreement does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement.

Dormancy

If there is no activity in your Account (including access or payment transactions) for twelve (12) months or more, Fortis may close your Account with or without notice. If there is no activity in your Account (including access or payment transactions) for the period of time set forth in the applicable unclaimed property laws, and you have a credit, we may notify you by sending an email to your registered email address. We may also notify you by U.S. mail. We will give you the option of keeping your Account open, withdrawing the funds, or requesting a check. If you do not respond to our notice within the time period specified in the notice, we may close your Account and the Bank will escheat your funds in accordance with applicable law.

Transfers

Fortis may transfer or assign the Agreement at any time; however, you may not transfer or assign the Agreement.

Intellectual Property Rights

All rights, title, and interest in and to all intellectual property related to the Services (including without limitation, the content of any materials, web screens, layout, processing techniques, procedures, algorithms, and methods), owned, developed, or licensed by us prior to, during the term of, or after the Agreement shall be and remain our exclusive property. Fortis owns the title, copyright and other worldwide intellectual property rights in the Service and all copies of the Service. This Agreement does not grant you any rights to Fortis' trademarks or service marks, nor may you remove, obscure, or alter any of Fortis' trademarks or service marks included in the Service.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting

Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Fortis under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Fortis does not waive any rights to use similar or related ideas previously known to Fortis, or developed by its employees, or obtained from sources other than you.

Security & Privacy

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 acknowledge that you provide your personal information at your own risk. If you discover a security-related issue, you agree to inform us of the issue immediately by contacting Fortis. You also agree not to disclose the issue until Fortis has addressed it. Your privacy is very important to us. By accepting this Agreement, you confirm that you have read, understood, and accepted our Privacy Policy found at <https://fortispay.com/privacy-policy>.

Indemnification

You will indemnify, defend and hold us and our processors and partners harmless (and our and their respective employees, directors, agents, affiliates and representatives) 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 third-party 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 this Agreement, including without limitation any violation of our policies or the Rules; (b) your wrongful or improper use of the Service; (c) any transaction submitted by you through the Service (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any Applicable Law, rule or regulation of the United States or any other country; (f) any other party's access and/or use of the Service with your unique username, password or other appropriate security code.

Warranty Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FORTIS PAYMENT SYSTEMS, LLC OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, FORTIS PAYMENT SYSTEMS, LLC, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS AND THE BANK (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FORTIS PAYMENT SYSTEMS, LLC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND FORTIS PAYMENT SYSTEMS, LLC WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

ALL THIRD-PARTY HARDWARE AND OTHER PRODUCTS INCLUDED OR SOLD WITH THE SERVICE 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 OR DISTRIBUTOR DIRECTLY. FORTIS PAYMENT SYSTEMS, LLC MAKES NO 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.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FORTIS PAYMENT SYSTEMS, LLC, ITS PROCESSORS, SUPPLIERS, LICENSORS, ASSOCIATIONS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) 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. UNDER NO CIRCUMSTANCES WILL FORTIS PAYMENT SYSTEMS, LLC BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR FORTIS PAYMENT SYSTEMS, LLC ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IN NO EVENT WILL FORTIS PAYMENT SYSTEMS, LLC ("FORTIS") BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD-PARTY PRODUCTS OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT GIVES RISE TO ANY CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FORTIS PAYMENT SYSTEMS,

LLC, ITS PROCESSORS, THE CARD ORGANIZATIONS, AND THE BANK (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, OR ANY DELAY IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY AN EVENT OR CONDITION BEYOND OUR CONTROL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY. IN NO EVENT SHALL FORTIS PAYMENT SYSTEMS, LLC ("FORTIS"), ITS PROCESSORS, AGENTS, SUPPLIERS, LICENSORS, CARD ORGANIZATIONS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

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

THE SERVICE IS CONTROLLED AND OPERATED FROM FACILITIES IN THE UNITED STATES. FORTIS PAYMENT SYSTEMS, LLC MAKES NO REPRESENTATIONS THAT THE SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE ENTIRELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE UNITED STATES AND LOCAL LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO EXPORT AND IMPORT REGULATIONS. YOU MAY NOT USE THE SERVICE IF YOU ARE A RESIDENT OF A COUNTRY EMBARGOED BY THE UNITED STATES, OR ARE A FOREIGN PERSON OR ENTITY BLOCKED OR DENIED BY THE UNITED STATES GOVERNMENT. UNLESS OTHERWISE EXPLICITLY STATED, ALL MATERIALS FOUND ON THE SERVICE ARE SOLELY DIRECTED TO INDIVIDUALS, COMPANIES, OR OTHER ENTITIES LOCATED IN THE UNITED STATES.

B Force Majeure

Fortis shall not be responsible for delays, non-performance, damages, lost profits, or other losses caused directly or indirectly by any Act of God, including without limitation fires, earthquakes, tornadoes, hurricanes, wars, pandemic, labor disputes, communication failures, legal constraints, power outages, data transmission loss or failure, incorrect data transmission or any other event outside the direct control of Fortis.

Governance



Payment Facilitator Terms and Conditions

This Agreement and any Dispute (defined below) will be governed by Texas law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within Texas, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

Dispute Resolution

Disputes

If a Dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact Fortis with any Dispute. If we cannot resolve your concerns, we agree to an informal Dispute resolution process requiring individual arbitration. Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues. Canadian merchants can also file a complaint if there are any code of conduct violations. Information on how to file a complaint is listed on Fortis' website at www.fortispay.com/canda-fcac-process. For more information on the complaints process, please visit <https://www.canada.ca/en/financial-consumer-agency/services/industry/laws-regulations/credit-debit-code-conduct.html>.

Arbitration

You and Fortis agree to arbitrate all "Disputes," defined as any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory or any other legal theory) between you and Fortis, including but not limited to any claims relating in any way to this Agreement (including its breach, termination and interpretation), any other aspect of our relationship, Fortis advertising, and any use of Fortis software or Services. Disputes also include any claims that arose before this Agreement and that may arise after termination of this Agreement. Notwithstanding the foregoing, you or Fortis may choose to pursue a claim in court and not by arbitration if you fail to timely pay amounts due. Fortis may assign your Account for collection, and the collection agency may pursue in any court of competent jurisdiction any claim that is strictly limited to the collection of past due amounts and any interest or cost of collection permitted by law or this Agreement.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by a binding individual arbitration with a single arbitrator.

Amendments & Other Provisions

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the software or Service with notice that we in our sole discretion deem to be reasonable in the circumstances, including notice on our website or any other website maintained or owned by us and identified to you. Any use of our software or Service after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and Fortis, and they describe the entire liability of Fortis and its vendors and suppliers (including processors and Bank) and your exclusive remedy with respect to your access and use of the Service. In the event of a conflict between this Agreement and any other Fortis agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall 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. Headings and summaries are included for convenience only and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that Fortis may have under trade secret, copyright, patent, or other laws. Fortis' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this



Agreement shall be deemed a further or continuing waiver of such term or any other term.

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

MERCHANT SERVICES AGREEMENTS FOR SUB-MERCHANTS***FIS formerly known as World Pay Merchant Services Agreement***

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS (“Agreement”) is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH45249-1384 and its designated Member Bank (collectively “Acquirer”) and _____ (“Sub-merchant”) in connection with the agreement between Sub-merchant and _____ (“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 Associations’ 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 Association (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: <https://usa.visa.com/support/small-business/regulations-fees.html> 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, Travel Money cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, Travel Money 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.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT:

By:

Name:

Title:

Date:

Address:

Fiserv formerly known as First Data Merchant Services Agreement

Fortis Payment Systems, LLC (“Fortis”) (**Payment Facilitator**), First Data Merchant Services LLC (**Provider**), and Wells Fargo Bank, N.A. (**Bank**) (Payment Facilitator, Provider and Bank collectively, **we, us or our**) will provide _____ (**Sub-Merchant, you or your**) with certain Card processing services.

Background

- By entering into this Sub-Merchant Processing Agreement (the Agreement), you agree to comply with the (1) Network Rules as they pertain to Card information you receive through the Payment Facilitator service and (2) Your Card Acceptance Guide.
- Capitalized terms used in this Agreement are referred to in *Appendix 1*.

The parties agree:

1 Acceptance of Cards

- 1.1 You agree to comply with Your Card Acceptance Guide and all Network Rules, as such may be changed from time to time. You understand that we may be required to modify Your Card Acceptance Guide and the Agreement from time to time in order to comply with requirements imposed by the Networks.
- 1.2 In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and Mastercard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and Mastercard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or (3) Accept only Visa and Mastercard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.
- 1.3 If you choose to limit the types of Visa and Mastercard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- 1.4 For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2 Settlement

- 2.1 Upon our receipt of the Transaction Data for Card transactions, we will process the Transaction Data to facilitate the funds transfer from the various Networks for the Card sales. After we receive credit for such Transaction Data, subject to our other rights under this Agreement, we will provide provisional credit to your Settlement Account.

- 2.2 You must not submit transactions for payment until the goods are delivered shipped, or the services are performed. If the Cardholder disputes being charged for merchandise or services before receiving them, a Chargeback may result.

3 Chargebacks

Chargebacks can be received for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) a refund is not issued to a customer upon the return or non-delivery of goods or services; (2) an authorization/approval code was required and not obtained; (3) the transaction was allegedly fraudulent; (4) the customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved but in an unsatisfactory manner.

4 Fees

You agree to pay Payment Facilitator the fees associated with the provision of the services contemplated hereunder.

5 Reserve

- 5.1 You acknowledge that in addition to any other rights afforded us hereunder, we may establish a reserve account to satisfy your obligations or potential obligations under this Agreement (the Reserve), which may be funded by: (1) demand and receive immediate payment for such amounts; (2) debit the account identified in the Settlement Account; (3) withhold your settlement payments until all amounts are paid, (4) delay presentation of your refunds until you make a payment to us of a sufficient amount to cover the Reserve; and (5) pursue any remedies we may have at law or in equity.
- 5.2 The Reserve will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, fines, returns and unshipped merchandise and/or unfulfilled services. We may (but are not required to) apply funds in the Reserve toward, and may set off any funds that would otherwise be payable to you against, the satisfaction of any amounts which are or become due from you pursuant to this Agreement. The Reserve will not bear interest, and you will have no right or interest in the funds in the Reserve; provided that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve. Any funds in the Reserve may be commingled with other funds and need not be maintained in a separate account. Effective upon our establishment of a Reserve, you irrevocably grant to us a security interest in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Agreement. You agree to execute and deliver to us such instruments and documents that we may reasonably request to perfect and confirm the security interest and right of setoff set forth in this Agreement. The parties' rights and obligations under this Section shall survive termination of this Agreement.

6 Financial Information

Upon request, you will promptly provide us with any necessary permissions or consents, financial statements or other information reasonably requested by us to perform credit risk,

security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to us or Cardholders, or your financial condition. You authorize us and our processor to obtain information from third parties when performing credit risk, security, qualification, and other reviews. We, our processor or the Bank may perform a reasonable audit of your records related to its performance under this Agreement with 30 days' advance written notice to you, during your normal business hours. Financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

7 Data Security and Privacy

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from us. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (**PCI DSS**) or applicable law. If at any time you believe that Card information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance and that of any third-party service provider utilized by you, with all security standards and guidelines that are applicable to you and published from time to time by Visa, Mastercard or any other Network, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (**CISP**), the Mastercard Site Data Protection (**SDP**), and (where applicable), the PCI Security Standards Council, Visa, and Mastercard Payment Application Data Security Standards (**PA-DSS**) (collectively, the **Security Guidelines**). If any Network requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Network Rules, Your Card Acceptance Guide or required by law.

8 Term; Events of Default

- 8.1 This Agreement shall be in effect upon signing by of each document by all parties and shall remain effective through the initial term of _____ years and shall thereafter automatically continue until terminated by either party upon the provision of 30 days' notice to the other party.
- 8.2 If any of the following events shall occur (each an **Event of Default**):
- (1) a material adverse change in your business, financial condition, business procedures, prospects, products, or services; or
 - (2) any assignment or transfer of voting control of you or your parent; or
 - (3) a sale of all or a substantial portion of your assets; or
 - (4) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by us, of any Network, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us; or

- (5) any of your conditions, covenants, obligations or representations or warranties in this Agreement are breached in any material respect or are incorrect in any material respect when made or deemed to be made; or
 - (6) you shall file a petition or have a petition filed by another party under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
 - (7) a violation by you of any applicable law or Network Rule or our reasonable belief that termination of this Agreement or suspension of services is necessary to comply with any law including without limitation the rules and regulations promulgated by the OFAC of the US Department of the Treasury or your breach, as determined by Us, of your requirement to comply with all applicable laws.
- 8.3 Then, upon the occurrence of (a) an Event of Default specified in subsections (4), (6), (7), or (8) we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (b) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.
- 8.4 Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All obligations by you to pay or reimburse us for any obligations associated with transactions you have submitted to us are intended to survive termination of this Agreement.
- 8.5 If any Event of Default shall have occurred and regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, and this Agreement.
- 8.6 The Networks often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If this Agreement is terminated for cause, you acknowledge that we may be required to report your business name and the names and other information regarding its principals to the Networks for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by the Networks. Furthermore, you agree to waive and hold us harmless from and against all claims, which you may have as a result of such reporting.

- 8.7 In the event we provide notice to you of an increase in the fees for Services, you may terminate this Agreement without further cause or penalty by providing us 30 days' advance written notice of termination. You must terminate within 30 days after we provide notice of the fee increase. However, maintaining your account with us or your continued use of our Services after the effective date of any increase shall be deemed acceptance of the increased fees for Services, throughout the term of this Agreement.
- 8.8 We may terminate this Agreement at any time and for any or no reason upon the provision of 30 days' prior notice. We may also temporarily suspend or delay payments to you during our investigation of any issue and/or designate an amount of funds that we must maintain in order to protect us against the risk of, among other things, existing, potential, or anticipated Chargebacks arising under this Agreement or other amounts that may be owing to us under this Agreement.

9 Warranties; Exclusion of Consequential Damages; Limitation on Liability

- 9.1 This Agreement and any addenda is an agreement for services and except as expressly provided in this Agreement, and any addenda, we and our affiliates disclaim all representations or warranties, express or implied, made to merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any services or any goods provided incidental to the services provided under this Agreement.
- 9.2 Notwithstanding anything in this Agreement and any addenda to the contrary, in no event shall we or our affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.
- 9.3 Notwithstanding anything in this Agreement and any addenda to the contrary, we and our affiliates' cumulative liability, in the aggregate (inclusive of any and all claims made by Sub-Merchant against us and/or our affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Agreement any addenda) and regardless of the form of action or legal theory shall not exceed the lesser of (1) \$100,000; or (2) the amount of fees received by us pursuant to any addenda attached and incorporated herein for services performed in the immediately preceding 12 months.

10 Confidentiality

Each party acknowledges and agrees that the other may be providing to it and that it may become aware of the confidential and proprietary information of the other party, including but not limited to, the terms of this Agreement, financial information and other information related to each party's business operations. Each party agrees that it will maintain the confidentiality of such information and neither party shall disclose any such information to any other person or entity (other than to those of its employees, agents,

contractors, representatives and Affiliates to whom disclosure is reasonably necessary in furtherance of the performance of this Agreement). Notwithstanding the foregoing, the requirements of non-disclosure shall not apply to any information which: (a) at the time of disclosure is already in the possession of the receiving party; (b) is independently developed by the receiving party without reliance on the disclosed confidential or proprietary information; (c) is or becomes publicly available through no wrongdoing of the receiving party or (d) becomes available to receiving party on a non-confidential basis from a person, other than the disclosing party, who is not bound by a confidentiality obligation or otherwise restricted from transmitting the information to the receiving party. Furthermore, this Section shall not prohibit the receiving party from making legally required disclosures pursuant to subpoena, court order or the order of any other authority having jurisdiction; provided that receiving party shall provide disclosing party with prompt notice, unless prohibited by law or court order, thereof so that disclosing party may seek an appropriate protective order or other remedy. If in the absence of a protective order or other remedy or waiver of the terms of this Section, if receiving party determines in its sole discretion that it is required by law, regulation, legal process or regulatory authority to disclose any such confidential or proprietary information, receiving party may disclose such information upon written notice to disclosing party unless prohibited by law or court order.

11 Visa and Mastercard Disclosure

Member Bank Name: Wells Fargo Bank, N.A.
Bank mailing address: P.O. Box 6079, Concord, CA 94524
Bank Phone Number: _____

12 Important Member Bank Responsibilities

- (1) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- (2) The Bank must be a principal (signer) to the Sub-Merchant Agreement.
- (3) The Bank is responsible for educating Sub-Merchants on pertinent Visa and Mastercard Rules with which Sub-Merchants must comply; but this information may be provided to you by Payment Facilitator.
- (4) The Bank is responsible for and must provide settlement funds to the Payment Facilitator, for distribution to the Sub-Merchant.
- (5) The Bank is responsible for all funds held in reserve that are derived from settlement.

13 Important Sub-Merchant Responsibilities

- (1) In the event Sub-Merchant obtains Card Information, ensure compliance with Cardholder data security and storage requirements.
- (2) Maintain fraud and chargebacks below Network thresholds.
- (3) Review and understand the terms of the Agreement.
- (4) Comply with Network Rules.
- (5) Retain a signed copy of this Disclosures Page.



Acknowledge receipt of Visa and Mastercard Disclosures:

(Sub-Merchant)

**Fortis Payment Systems,
LLC (“Fortis”)
International, Inc.**
(Payment Facilitator)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Miscellaneous**14 Compliance with Laws**

Each party agrees to comply with all laws, regulations, and Network Rules applicable to it and each are responsible for their own costs and compliance of such.

15 Force Majeure

No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused directly or indirectly by a force majeure event. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

16 Notices

All notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services) shall be in writing, if to Sub-Merchant, at _____ or by any electronic means, including but not limited to the e-mail address you have provided to us, if to Payment Facilitator at _____ and if to Bank, to the address provided above. Notice shall be deemed to have been given, if sent by mail or courier, when received and if sent by facsimile machine, when the confirmation copy is actually received. Notice given in any other manner, including by electronic means, shall be effective when delivered.

17 Indemnification

The parties agree to indemnify each other from and against any losses, actions, causes of action, claims, demands, costs, liabilities, expenses, damages, sanctions fines, legal fees or penalties arising from: (1) a party's misrepresentation or breach of warranty, covenant, or any provision under this Agreement; or (2) a party's employees'/agents' fraud, gross negligence, willful misconduct or failure to comply with this Agreement and the Network Rules.

18 Publicity

No party shall make any press release or other public disclosure concerning the terms and conditions of this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld).

19 Entire Agreement; Waiver

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes any previous agreements and understandings.

Except as provided in this Agreement, this Agreement can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.



20 Severability

The parties intend every provision of this Agreement and any addenda to be severable. If any part of this Agreement and any addenda are not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.

Authorized Signatures

First Data Merchant Services LLC
(Provider)

By: _____

Name: _____

Title: _____

Date: _____

Fortis Payment Systems, LLC (“Fortis”)
International, Inc.
(Payment Facilitator)

By: _____

Name: _____

Title: _____

Date: _____

_____ (Sub-Merchant)

By: _____

Name: _____

Title: _____

Date: _____

Wells Fargo Bank, N.A.
(Bank)

By: _____

Name: _____

Title: _____

Date: _____

Schedule B**PROHIBITED****ACTIVITIES*****FIS Prohibited List***

Payment Facilitators (PF) shall not solicit or sign agreements with merchants or sub merchants (i) in any of the following categories/businesses, or (ii) engaging in any of the following activities as may be updated by **FIS** in its sole discretion from time to time as they are Prohibited by **FIS** and/or the Card Brand rules:

- Any product, service or activity that is deceptive, unfair, predatory, or prohibited by one or more Card Brands
- Any Merchant selling goods or services that represent a violation of any law, statute, or regulation
- Any Merchant operating outside the United States
- Any Merchant or sub merchant submitting sales for payment that resulted from another commercial entity providing goods or services to the cardholder, including those businesses that may otherwise qualify themselves as a Payment Facilitator
- Any Merchant selling products that infringe on the intellectual property rights of others, including counterfeit goods or any product or service that infringes on the copyright, trademark, or trade secrets of any third-party, such as many Cyberlockers
- Any Merchant accepting a card as payment for a dishonored check or for an item deemed uncollectible by another merchant
- Any Merchant that accepts a card at a scrip-dispensing terminal
- Adult entertainment, adult retail stores, and/or adult content websites including Electronic Commerce adult content (videotext) merchants that may include MCCs 5967, 7273 and 7841
- Bestiality
- Bidding Fee Auctions including Penny Auctions
- Brand or Reputational damaging, potential or otherwise, activities including Child Pornography, Escort Services, Mail Order Brides, Occult
- Collection Agencies
- Commodity Trading or Security Trading
- Credit Counseling or Credit Repair Services
- Credit Protection or Identity Theft Protection Services
- Cruise Lines
- Cryptocurrencies (Bitcoin, Ethereum, etc.)
- Currency Exchanges or Dealers
- Debt Elimination, Debt Reduction or Debt Consulting Services
- Digital Wallet or Prepaid Companies
- Direct Marketing: Continuity or Subscription services or merchants including MCC 5968 and 5969
- Direct Marketing-Travel Related Arrangement Services including MCC 5962
- Direct Marketing-Inbound Telemarketing including videotext services and MCC 5967
- Discount Buying Memberships/Clubs
- Discount Medical or Dental plans including
- Discount Insurance
- Discount Coupon Merchants or Online Sites
- Distressed Property Sales and/or Marketing

- Drug Paraphernalia
- CNP Tobacco, e-Cigarettes and “Vape” supplies and accessories
- Firearms and weapons including Ammunition, Silencers, Components and Suppressors
- Gambling Activities and Establishments including MCC 7995, lotteries, internet gaming, daily fantasy sports, contests, sweepstakes, “special incentives,” or offering of prizes as an inducement to purchase goods or services
- High interest rate non-bank consumer lending with an APR >30% including, but not limited to, payday lending and title loans
- Infomercial merchants
- Internet/Mail Order Pharmacies
- Investment or “get rich quick” merchants, businesses, or programs and inclusive of Brokers and Dealers
- Loan payments conducted on a Visa-branded credit card
- Marijuana dispensaries and related products or services that contain CBDs or provide access to CBDs
- Money Transfer, Wire Transfers, Money Orders, Transmitters, and Check Cashing including merchants required to be registered as Money Service Business
- Multi-Level Marketing Businesses
- “Negative option” marketing, renewal, or continuity subscription practices; marketing activities involving low-dollar trails, “pay only for shipping,” and/or “free trial” periods after which a credit card is charged periodically and/or a significantly larger amount
- Outbound Telemarketers and Telecom merchants within MCCs 4814, 4816, and 5966
- Pawn Shops
- Payment Facilitators
- Prepaid Phone Cards
- Prepaid Phone Services
- Pseudo Pharmaceuticals
- Psychics and “occult” businesses
- Quasi-Cash or Stored Value
- Real Estate Flipping
- Rebate-Based Businesses
- Sale of Mobile Minutes
- Selling or Sales of Social Media Activity
- Sports Forecasting or Odds Making
- Substances designed to mimic illegal drugs
- Timeshares, including resale’s and related marketing
- Transacting Virtual Currency or credits that can be monetized, re-sold, or converted to physical or digital goods or services or otherwise exit the virtual world
- Tribal Entities (i.e., American Indian Tribes)
- Up-Selling Merchants

U.S.A. (Fiserv Unqualified list)

- Advance payments greater than 1 year (any product or service)
- All sexually oriented or pornographic merchants:
 - a) Adult bookstores, video stores, toys
 - b) Adult websites and content
 - c) Adult entertainment (misc.)
 - d) Audio (phone sex adult phone conversations)
 - e) Companion/Escort services o Dating services (sexually oriented) o Fetish products o Massage parlors (sexually oriented)
 - f) Prostitution o Gentleman's clubs, topless bars, and strip clubs o Membership, clubs, subscriptions
 - g) Any products on the internet containing graphic or nude content o Any illegal activity (e.g. child pornography, bestiality etc.)
 - h) Video (web-based sexually oriented video)
- Any illegal products/services or any service providing peripheral support of illegal activities (e.g. drugs)
- Business/Investment opportunities operating as "get-rich-quick" schemes
- Cash gifting
- Cash advances (other than financial institutions)
- Chain letters
- Charities without evidence/proof of 501 (c) (3) or equivalent status
- Check cashing
- Collection agencies or firms involved in recovering/collecting past due receivables
- Counterfeit goods/replicas
- Credit card protection or identity theft services
- Credit repair/credit restoration
- Currency exchange
- Data Pass (Merchants up-selling or cross selling products of other merchants and then sharing the cardholder data with the third-party or receiving cardholder data from 3rd parties)
- Debt/interest consolidation services or reduction services
- Decryption and descrambler products including mod chips
- Drug paraphernalia
- Extended warranty companies
- Fake references and other services / products that foster deception (including fake IDs and government documents)
- File sharing services/cyberlockers
- Foreclosure protection/guarantees (including "how to" guides")
- Free gift, prize, sweepstakes, or contest as an inducement to purchase a product/service including Fantasy Sports/Games of Skill offering cash of prizes
- Gambling advice/ sports forecasting or odds-making
- "Get-rich-quick" schemes
- Illegal gambling, including Internet/MOTO gambling
- IT services help desk (homebased or where service is completed by a third-party)
- Jammers or devices that are designed to block, jam, or interfere with cellular and personal communication devices/signals
- Lifetime subscriptions (any product or services)

- Lottery Clubs
- Marijuana, marijuana products, marijuana services and marijuana related businesses
- Medical discount benefit packages (including medical discount cards)
- Merchants engaged in activity prohibited by the Card Brands
- Merchants in a Card Brand excessive chargeback or fraud program or merchants with a chargeback or fraud rate over 1%
- Merchants offering rebates or special incentives
- Merchants or principals on MATCH
- Merchants, principals, or related entities previously identified by any Card Brand for deceptive practices or any violation of Card Brand rules
- Merchants physically located outside of the U.S. (offshore acquiring)
- Merchants splitting sales across multiple transactions
- Merchants that have ransom-like or extortion-like basis for their business model (e.g., mugshot removal)
- Merchants that use tactics to evade Card Brand excessive chargeback or fraud monitoring programs
- Merchants engaged in any form of deceptive practices including but not limited to:
 - a) Hidden disclosures
 - b) Bogus claims & endorsements
 - c) Pre-checked opt in boxes
 - d) Refund/Cancellation avoidance
 - e) Poorly disclosed negative options
- Money services businesses
- Money transfer services
- Mortgage/ loan modification services
- Mortgage / credit / debt reduction/consulting services
- Multi-level marketing or pyramid schemes where the primary objective is the solicitation of new distributors and not the sale of products/services
- Negative renewal option following a free or low-cost purchase (including pay for shipping only offers)
- Nutraceuticals (e.g., acai berry, health related teas, herbal remedies, or drinks etc.)
- Non-face to face sale of tobacco products (including e-cigarettes/smokeless cigarettes)
- Non-face to face prescription drug sales prescription medical devices or contact lenses
- Non-face to face sale of firearms
- Payday loans and loan/lines originating from non-FDIC insured banks
- Products/services that promote hate, violence, harassment, or abuse
- Pseudo-pharmaceuticals (e.g., weight-loss, diet pills, anti-aging pills, anti-wrinkle creams, teeth whitening products, muscle building, sexual stimulants supplements, male enhancement products, colon cleansers, detox products, glucose strips, HCG, HGH-like substances, etc.)
- Quasi-cash
- Social media “click farms” (e.g., the sale of clicks/likes/reviews/endorsements on social media)
- Substances designed to mimic illegal drugs and/or other psychoactive products (e.g., K2, salvia divinorum, nitrite inhalers, bath salts, synthetic cannabis, kratom, herbal smoking blends & herbal incense)
- Peptides, research chemicals

- Third-party payment processors/payment services companies (e.g., bill pay services, crowd funding, peer-to-peer payments, digital wallets, commissary accounts etc.)
- Aggregators falling outside of Mastercard/Visa approved program requirements (Payment Facilitators)
- Travel agents/tour operators/travel clubs
- Virtual currency (that can be monetized, resold, converted, traded into physical/digital goods & services outside the virtual world)

Region: Canada ALL industries noted in the U.S region above AND the below industries

- Airlines
- Alcohol sales, Internet/MOTO (excluding wineries that follow age verification at the time of sale and delivery and business to business)
- Ammo or gun parts, internet/MOTO
- Bidding fee auctions (a/k/a penny auctions)
- Cruise lines
- Embassy, foreign consulate, or other foreign governments
- Essay mills/paper mills
- Government grants
- Issuer/seller/redeemer of money orders or traveler's checks
- Mail order spouses/international match making services
- Merchants primarily engaged in the sale of stored value cards in a card not present environment
- Provider or seller of prepaid access/stored value, including both open-loop and closed-loop exceeding \$2,000 on any day (Closed-loop prepaid access includes gift cards, phone cards, subway cards, college campus cards, game cards and other limited-use prepaid access devices)
- Outbound telemarketing-travel related

Schedule C**TRANSACTION****GUIDELINES DO'S**

- Only present for payment valid charges that arise from a transaction with a bona fide cardholder.
- Add a risk filter such as reCAPTCHA to your website to prevent fraudulent activities such as card testing. You may be charged for every authorization. This effort will reduce fraud and fees.

DON'TS

- Don't set a minimum transaction amount of more than \$10 for any credit cards or of any amount for debit cards.
- Don't set a maximum transaction amount for any credit cards.
- Don't establish any special conditions for accepting a card.
- Don't make any cash disbursements or cash advances to a cardholder as part of a transaction with the exception of the Discover Network Cash Over service.
- Don't accept any direct payments from cardholders for goods or services, which have been included on a sales draft.
- Don't require a cardholder to supply any personal information for a transaction (for example, phone number, address, driver's license number) unless (i) instructed by the Voice Authorization Center; (ii) presented an unsigned card; or (iii) processing a Card Not Present transaction don't submit any transaction representing the refinance or transfer of an existing cardholder obligation which is deemed uncollectible, for example, a transaction that has been previously charged back, or to cover a dishonored check.
- Don't submit sales drafts or credit drafts transacted on the personal card of an owner, partner, officer, or employee of your business establishment or of a guarantor who signed your application form, unless such transaction arises from a bona fide purchase of goods or services in the ordinary course of your business.
- Don't carry out factoring, that is, the submission of authorization requests or sales drafts for card transactions transacted by another business.
- Don't use vendor-supplied defaults for system passwords and other security parameters.
- Don't transmit cardholder account numbers to cardholders for Internet transactions.
- Don't store or retain card verification codes (a three-digit code printed on the back of most cards and a four-digit code printed on the front of an American Express card) after final transaction authorization.
- Don't store or retain magnetic stripe data, PIN data, chip data or AVS data - only cardholder account number, cardholder name and cardholder expiration date may be retained subsequent to transaction authorization.
- For Internet transactions, copies of the transaction records may be delivered to cardholders in either electronic or paper format.