NETEVIA

2590 Hollywood Blvd,
Hollywood, FL 33020

MERCHANT APPLICATION AND AGREEMENT

MERCHANT #: _____   Sales Rep. name: _____   ISO #: _____

1. BUSINESS INFORMATION

Corporate / Legal Name: COUNTY OF HERNANDO BOARD OF COUNTY COMMISSIONERS	Merchant Name (Dba Or Trade Name): HERNANDO COUNTY BCC
Corporate Address: 20 N Main Street Room 264	Location Address:
City: Brooksville State: FL Zip: 34601	City: State: Zip:
Contact Business #: 352-540-6788 Federal Tax Id#: 59-1155275	Contact Business #: Email Address:

Years In Business: _____   # Of Locations: _____   Please Choose Mailing Address: ☐ DBA   ■ LEGAL   WEBSITE: _____

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per: IRS regulations.

2. OWNERS / PARTNERS / OFFICERS
All Owners with up to 25% or more ownership or owners with significant responsibility managing the legal entity must be added.

OWNERS /PARTNERS /OFFICERS 1	OWNERS /PARTNERS /OFFICERS ***
Name: Jerry Campbell	Name: _____ Ownership % _____
Title: Chairman, Hernando County BOCC % Of Ownership* _____ Guarantor** ☐ Yes ■ No	Name: _____ Ownership % _____
Home Address:	
City: State: Zip:	Name: _____ Ownership % _____
Telephone:	
Social Security #: Date of Birth: 11/19/76	Additional information for ownership: _____
Email Address:	

Prior Bankruptcies: ☐ Yes   ☐ No   ☐ Business   ☐ Personal   Date Discharged: _____

*Each individual who owns, directly or indirectly through any contract, arrangment, understanding relationship or otherwise, 25% or more of the equity interests of the Client, or who is the Client's sole proprietor, must be added.
** A Guarantor means a "beneficial owner" who is identified as the authorized signer, with significant responsibility and control (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer).
***An addendum will be provided for any owner not stated on the application with 25% or more ownership in the aforementioned company(or legal entity)

3. SALES PROFILE

DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER® NETWORK?   ☐ Yes   ☐ No

	Must equal to 100%
Average Ticket $ _____ Maximum Ticket $ _____ Monthly Volume $ _____	Retail Chip/Swipe %
	Card Present Keyed %
	Mail/phone %
	Internet %
Funding: ☐ Regular ☐ Next Day ☐ Same Day Billing type: ☐ Monthly ☐ Daily	Business to Business % _____ To Consumer % _____ To Government % _____

4. BUSINESS PROFILE

OWNERSHIP: MUST PROVIDE DOCUMENTATION

☐ INDIVIDUAL / SOLE PROPRIETOR   ☐ LLC   ☐ PA/PC   ☐ PUBLICLY TRADED   ☐ OTHER: _____
☐ PARTNERSHIP   ☐ CORPORATION   ☐ GOVERNMENT   ☐ NON-PROFIT

BUSINESS TYPE: ☐ RETAIL   ☐ RESTAURANT   ☐ SERVICE   ☐ INTERNET   ☐ LODGING   ☐ OTHER: _____

MCC: _____   Goods and services: _____

Bank Name: _____   Routing Number #: _____   Account Number #: _____

Please describe your refund / return policy:

5. SITE INSPECTION SURVEY

MERCHANT: ☐ OWNS ☐ RENTS   NAME & ADDRESS LANDLORD/MGT.CO: _____

AREA ZONED: ☐ COMMERCIAL ☐ INDUSTRIAL ☐ RESIDENTIAL   **SQUARE FOOTAGE:** ☐ 0-500 ☐ 501-1000 ☐ 1001-2000 ☐ 2001-4000 ☐ OTHER   (EST. SQ. FT)

INVENTORY MAINTAINED: ☐ ON SITE ☐ WAREHOUSE OFF SITE ☐ FULFILLMENT CENTER , PROVIDE NAME & ADDRESS _____

WAS THE OFF-SITE LOCATION VISITED?: ■ YES ☐ NO   IF NO, EXPLAIN: _____

DOES THE AMOUNT OF INVENTORY ON SHELVES , FLOOR AND IN WAREHOUSE APPEAR CONSISTENT WITH THIS TYPE OF BUSINESS AND CREDIT CARD VOLUME?:
■ YES ☐ NO   IF NO, EXPLAIN: _____

DOES THE SIGNAGE INSIDE AND OUTSIDE MATCH THE GOODS OR SERVICES SOLD LISTED ON THE APPLICATION?:
■ YES ☐ NO   IF NO, EXPLAIN: _____

I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name): _____   Signature: _____   Date: _____

6. CARD NOT PRESENT INFORMATION

If you process 20% or more of your credit card volume without chip and or card present, please complete the section below:

1. Please submit your product catalog, brochures, promotional materials, a current price list, and a copy of your service agreement with card holder if applicable. If on the internet, please include screen-prints of your website address if your site is not yet active.

2. If internet, please check your type of business.

☐ Web Hosting   ☐ Domain Registration   ☐ Web Page Design   ☐ Auction   ☐ Internet Service Gateway

☐ Selling Digital Service   ☐ Advertisement   ☐ Selling Hard Goods   ☐ Other: _____

If you're an e-commerce business or if you're selling online, list the encryption methods, vendors and controls used to secure transaction information _____

3. How will the product be advertised or promoted?: _____

4. Billing Methods (Check All that Apply): ☐ Monthly ____ %   ☐ Yearly ____ %   ☐ Quarterly ____ %   ☐ One Time ____ %   ☐ Hourly ____ %

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased: _____

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full: _____

7. Please describe how a sale takes place from beginning of order until completion of fulfillment: _____

7. SERVICE ACCEPTANCE AND FEE SCHEDULE

☐ **Surcharge (Pass on Credit Card processing fees to customers)**

Credit Card Surcharge Amount	%	$	Debit Card Pass-thru Interchange	%	$

Merchant is responsible for all processing fees on Card transactions. If Merchant does not apply a Surcharge to a Card transaction, the Merchant is still responsible for the associated processing fees. As a Surcharge Merchant, you agree to post signage as required by the Card Organizations or Settlor that informs Cardholders and/or customers of the Merchant Surcharge policy. The signage shall be placed at the entry point of the store and at the point of sale. When conducting an ecommerce transaction, the surcharge disclosure shall appear on the first page that references credit card brands and shall include the % of the surcharge on credit card transactions. **American Express shall deduct a fee from each Charge from Merchant submitted to American Express by Bank (or ISO) for settlement ("Wholesale Fee"). The Wholesale Fee is not interchange.**

☐ **Pass Through Interchange**

Visa/MasterCard/Discover Qual Credit	%	Visa/MasterCard/Discover Qual Debit	%	American Express Qual Credit	%

☐ Tiered ■ Flat Rate	QUAL			MID			NON	
Visa/MasterCard/Discover Qual Debit	3.0 %	$0.20	Visa/MasterCard/Discover Debit Mid Qual	%	$	Visa/MasterCard/Discover Debit Non Qual	%	$
Visa/MasterCard/Discover Qual Credit	3. %	$0.2	Visa/MasterCard/Discover Credit Mid Qual	%	$	Visa/MasterCard/Discover Credit Non Qual	%	$
Amex Opt Blue Qual	3. %	$0.2	Amex Opt Blue Mid Qual	%	$	Amex Opt Blue Non Qual	%	$

☐ **ERR**

Visa/MC/Discover/Qual Credit	%	Visa/MC/Discover/Qual Debit	%	American Express/Qual Credit	%

Pin Debit Fee Schedule

☐ Pass Through Pin Debit Network Fees. **YOU MUST SELECT TO ENABLE PIN DEBIT**

☐ Pin Debit Discount Rate	%	Pin Debit Transaction Per Item	$

8. AUTHORIZATION, MONTHLY & SPECIAL PROGRAM FEES

Visa/MC/Discover $ 0	Amex $ 0	Pin Debit $ 0	Pin Debit Access Fee $ 0	Batch Fee $ 0	AVS $ 0	Wirelesss Per Item $ 0	Wireless Access Fee $ 0
Wireless Activation $ 0	Statement Fee $ 0	Monthly Minimum $ 0	Internet Gateway Access Fee $ 0	Internet Gateway Per Item $ 0	Voice Auth $ 0	Annual Fee $ 0	PCI Non-Compliance $ 0
PCI Monthly Fee $ 0	PCI Annual Fee $ 0	Chargeback Fee $ 12.5	Retrieval Fee $ 0	1099K Reporting $ 0	TIN Mis-Match (until validated) $ 0	ACH Reject Fee $	ETF Fee $ 0
Next Day Funding (cut off time 10:45 pm ET) $ 0	Same Day Funding (cut off time 1:45 pm ET) $ 0	Pass Through Dues & Assessments ☐	Pin Debit Annual Fee $ 0	Annual Fee $ 0	EBT $ 0	FCS # (please provide copy of license): _____	

	$	Start Mo/Yr	Frequency (one-time, monthly, annually)		$	Start Mo/Yr	Frequency (one-time, monthly, annually)
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			

9. EQUIPMENT SETUP

Type of Equipment	Manufacturer	Model	Qty	Deployment			
☐ Terminal ☐ Pin Pad ☐ Printer ☐ VAR				☐ Reprogram (merchant owned)	☐ Purchased by ISO/Agent	☐ New Order (attach Purchase Order Form)	☐ Placement (attach placement agreement)
☐ Terminal ☐ Pin Pad ☐ Printer ☐ VAR				☐ Reprogram (merchant owned)	☐ Purchased by ISO/Agent	☐ New Order (attach Purchase Order Form)	☐ Placement (attach placement agreement)

SHIPPING INSTRUCTIONS		TERMINAL FEATURES			
☐ SHIP TO MERCHANT		Connection:	☐ Dial	☐ Ethernet	☐ Wireless 3G
☐ SHIP TO SALES REP		Auto-Close Time:			
☐ DO NOT SHIP. SALES REP PROVIDE TERMINAL. SERIAL NUMBER		Report Type:	☐ Detailed	☐ Total	☐ Both
☐ DO NOT SHIP. SALES REP PICK UP		Special Instructions			

10. MERCHANT ACCEPTANCE AND AGREEMENT

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate or company power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement; (v) has received and reviewed a copy of the terms and conditions available on Netevia website at: https://netevia.com/merchant-agreements/ (or Merchant requested and has been provided with a paper form of these terms and conditions) and agrees to these terms and conditions, (vi) Terms and Conditions available on Netevia website may be amended with prior notice to merchant. Merchant understands that this Agreement shall not take effect until Merchant has been approved by the Bank and a merchant number is issued.

*If your Merchant account starts with the following digits, you are an Esquire bank customer: 9180, 9254,If your Merchant account starts with the following digits, you are an Evolve bank customer: 5581, If your Merchant account starts with the following digits, you are an FFB bank customer: 7421. If your merchant account starts with 7185 you are a North American Banking Company customer.

Merchant: _____ Date: _____ Signature of Principal/ Owner #1: _____ Title: _____

Print Legal Name of Merchant Business

Processor: _____Netevia_____

(Signature): _____Norma Ramgopal_____

(Name and Title): ____Norma Ramgopal, Vice President of Underwriting____ Signature of Principal/ Owner #2: _____ Title: _____

11. PERSONAL GUARANTEE

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1: _____ Date: _____ Guarantor #2: _____ Date: _____

12. BANK DISCLOSURE

Member Bank Information:

Member Bank Information: Evolve Bank & Trust, 6000 Poplar Ave, Suite 300 Memphis, TN 38119

Member Bank Information: ESQUIRE BANK, NA, 100 Jericho Quadrangle, Suite 100 Jericho, NY 11753. (516)535-2002

Member Bank Information: FFB Bank, 7690 N Palm Ave # 101 Fresno, CA 93711

Member Bank Information: North American Banking Company, 1901 Oakcrest Ave, Suite 9a Roseville, MN 55113

1. Bank is the only entity approved to extend acceptance of VISA, MasterCard, Discover and American Express products directly to a Merchant.
2. Bank must be a principal (signor) to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA, MasterCard, Discover and American Express Operating Regulations with which Merchants must comply.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

Important Merchant Responsibilities: The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member— Bank —is the ultimate authority should the Merchant have any problems.

Merchant's Signature: _____ Date: _____

Merchant's Printed Name: _____ Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _Melissa Tartaglia_
County Attorney's Office

MERCHANT AGREEMENT

In consideration of the mutual promises and covenants contained in this Merchant Agreement ("Agreement"), and the agreement of Merchant to participate in the card processing services program established by Bank, the parties agree as follows:

1. Parties

The parties to this Agreement are FFB BANK, a state chartered bank whose address is 7690 N Palm Ave # 101 Fresno, CA 93711, or ESQUIRE BANK, a federally chartered bank whose address is 100 Jericho Quadrangle, Suite 100, Jericho, New York 11753 or EVOLVE BANK & TRUST, a federally chartered bank whose address is 6070 Poplar Avenue, Ste. 200, Memphis, TN 38119 or North American Banking Company a federally chartered bank whose address is 2230 Albert Street, Roseville, MN, 55113   (each, a "Bank"), and Tot Payments, LLC, dba: Netevia, a Florida Limited Liability Corporation, whose address is 2590 Hollywood Blvd, Hollywood, FL 33020 ("ISO"), and the Merchant set forth on the Merchant Application form to which this Agreement is attached ("Merchant").

2. Definitions

For the purposes of this Agreement and the Schedules referred to herein, the following definitions apply unless the context otherwise requires: "Address Verification" means a service that allows Merchant to verify the home address of Cardholders with the relevant Issuer.

"Applicable Law" means: (i) all applicable federal, state and local laws, rules and regulations; and (ii) the Rules.

"Association(s)" means VISA U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and Discover Financial Services LLC ("Discover").

"Authorization" means an affirmative response, by or on behalf of an Issuer to a request to effect a Transaction, that a Transaction is within the relevant Cardholder's available credit limit and that the Cardholder has not reported the Card lost or stolen. All Transactions requiring Authorization by the Associations must be authorized.

"Authorization Center" means the facility or facilities designated from time to time by Bank or ISO to which Merchant shall submit all requests for Authorization.

"Business Day" means any day other than: (i) a Saturday or Sunday; or (ii) a day on which banking institutions in New York are authorized by law or executive order to be closed (and on which Bank is in fact closed).

"Card(s)" means either a Visa, MasterCard or Discover credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre–paid, stored–value or gift card.

"Cardholder" means a person authorized to use a Card.

"Chargeback" means a Transaction that Bank returns to Merchant pursuant to this Agreement.

"Credit Information" means all information that may be made available to ISO by any credit agency regarding Merchant or the individuals associated with Merchant in the Merchant Application form.

"Forced Sale" means a sales Transaction processed without an approved electronic Authorization number being obtained for the full amount of the sales Transaction at the time the Transaction is processed.

"Full Recourse Transactions" means mail orders, telephone orders, e–commerce (Internet) orders, Pre–Authorized Recurring Order Transactions, and other "card not present" sales.

"Issuer" means a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards.

"Merchant Statement" means an itemized monthly statement of all charges and credits to the Operating Account (as that term is defined in Section 5 of this Agreement).

"Monthly Chargeback Violation," for any given calendar month, means that more than five Chargebacks have been processed in that month and that the Transaction Chargeback Ratio for that month is equal to or greater than 1%.

"Mid–Qualified Transactions" means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations

"Netevia Banking Services" means the services offered by Netevia as defined in the Netevia Banking Terms & Conditions available at Banking Terms & Conditions.

"Non–Qualified Transactions" means: (i) any Transaction submitted for processing more than 48 hours past the time the Authorization occurred; (ii) any Transaction missing required data; and (iii) any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

"Normal Transaction" means a Transaction in which the Card is swiped through or dipped in a terminal, register or other device, capturing the Card information encoded on the Card's magnetic strip.

"Pre–Authorized Recurring Order Transaction" means a Transaction that has been preauthorized by the Cardholder and for which the goods or services are to be delivered or performed in the future by Merchant without having to obtain approval from the Cardholder each time.

"Qualified Transactions" means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

"Rules" means all rules, regulations, by–laws, standards and procedures adopted and/or amended from time to time by the Associations (including, without limitation, the Payment Card Industry Data Security Standard), Bank and each relevant Issuer.

"Services" means the transaction processing services described in the attached Merchant Services Agreement, as the same may be amended from time to time by Bank, in its sole discretion.

"Transaction" means the acceptance of a Card or information embossed on the Card for payment for goods sold and/or leased or services provided to Cardholders by Merchant and receipt of payment from Bank, whether the Transaction is approved, declined, or processed as a Forced Sale. The term "Transaction" also includes credits, errors, returns and adjustments.

"Transaction Chargeback Ratio," for any given calendar month, means the number of Chargebacks processed in that month divided by the total number of Transactions processed in that month.

"Volume Information" means the value and amount of Transaction volume processed by Merchant for a specific period of time.

3. Services Provided to Merchant

During the term of this Agreement, subject to the terms and conditions of this Agreement: (i) ISO shall provide technical documentation as needed, and technical support and customer support (including, without limitation, Authorization, settlement and Chargeback processing and reporting), twenty–four hours each day, seven days each week, in order to allow Merchant to accept and process Transactions; and (ii) Bank shall provide the Services to Merchant.

4. Term

This Agreement shall become effective when all parties sign the Merchant Application form to which this Agreement is attached (or in connection with which this Agreement is provided) and, unless sooner terminated, shall remain in effect for a term of three (3) years. This Agreement shall renew automatically for successive terms of three (3) years each unless any party provides written notice of termination to the other parties at least 90 days prior to the end of the then–current term. All existing obligations, warranties, indemnities, and agreements with respect to Transactions entered into before such termination shall remain in full force and effect, and regardless of any such termination, the Merchant shall remain liable for all obligations to Cardholders and Bank that are incurred while this Agreement is in effect.

5. Merchant Operating Account

Prior to accepting any Cards, the Merchant shall establish a demand deposit account at Bank, or at a financial institution approved by Bank (the "Operating Account"), through which fees, charges and credits due to Merchant in accordance with this Agreement may be processed. Merchant authorizes Bank to debit all amounts Merchant owes Bank hereunder or any other agreement entered into between Merchant and Bank from the Operating Account, whether maintained at Bank or another financial institution, at times deemed appropriate by Bank, through the ACH Banking Network or by a manual debit of the Operating Account. Merchant waives any and all claims for loss or damage arising out of any such charges or debits to the Operating Account.

6. Reserve Account

Upon, or at any time after, execution of this Agreement, Bank may establish a reserve account at Bank (the "Reserve Account") in such amount as Bank from time to time may determine in its sole discretion. Bank may fund the Reserve Account by deducting amounts from payments due to Merchant, by effecting a charge against Merchant's Operating Account or against any of Merchant's accounts at Bank, or by demanding payment from Merchant (which payment Merchant shall make within ten (10) days after receipt of any such demand). The Reserve Account will be maintained for a minimum of nine months after the date on which this Agreement terminates or until such time as Bank determines that the release of the funds to Merchant is prudent, in the best interest of Bank, and commercially reasonable, and that Merchant's account with Bank under this Agreement and any other agreement entered into between Merchant and Bank is fully resolved. Merchant and ISO acknowledge and agree that only Bank, and not ISO, may authorize or effect any release of funds from the Reserve Account. Bank may withdraw funds from the Reserve Account at any time to offset any indebtedness of Merchant to Bank that may arise out of or relate to the obligations of Merchant under this agreement (including, but not limited to, Chargebacks and fees) or to offset any other indebtedness of Merchant to Bank under any other agreement entered into between Merchant and Bank. Upon expiration of this nine- month period, any balance remaining in the Reserve Account will be paid to Merchant. Bank will inform Merchant in writing of any charges debited to the Reserve Account during this nine-month period. Notwithstanding the foregoing, Bank, in its sole discretion, may release funds from the Reserve Account prior to the expiration of

such nine–month period based on its assessment of the risks associated with effecting such release. Merchant may be charged a fee (the "Monthly Inactivity Fee") each relevant calendar month that Merchant has failed to process a transaction for a period of 90 consecutive days. Each such Monthly Inactivity Fee will be equal to 2% of the expected monthly volume submitted by Merchant in the Merchant Application form to which this Agreement is attached, up to a maximum amount of $1000, and, if applicable, will be deducted from the Reserve Account until it is depleted.

7. Fees

Merchant shall pay to Bank all fees specified in the Merchant Services Agreement, as amended by Bank from time to time. For each Transaction, Bank will charge Merchant as follows:

(a) An amount ("Merchant Discount Fees") equal to a specified percentage of the total cash price of each sales and cash withdrawal Transaction ("Merchant Discount Rate");

(b) A specified amount per Transaction ("Transaction Fee"); and

(c) A specified amount per Authorization ("Authorization Fee").

The Merchant Discount Rate, Authorization Fees and Transaction Fees are set forth on the Merchant Services Agreement. Different Merchant Discount Rates may apply to Qualified, Mid–Qualified and Non–Qualified Transactions, as shown in the Merchant Services Agreement. Merchant agrees that Bank will, and authorizes Bank to, deduct Merchant Discount Fees from the Operating Account or Reserve Account on a daily basis unless a monthly basis is specified in the Merchant Services Agreement. Merchant also agrees to pay to Bank the amount of any fees, charges or penalties assessed against Bank by any Association or Issuer for Merchant's violation of any Applicable Law. Merchant shall pay Bank for any other services provided to Merchant by Bank and for all other fees shown in the Merchant Services Agreement, including, but not limited to, monthly minimum fees, Chargeback fees and customer service fees.

8. Billing

All amounts Merchant owes to Bank, for any reason, may be charged to the Operating Account or Reserve Account, recouped by adjustment to any credits due to Merchant, or set off against any account or property Bank holds for or on behalf of Merchant.

9. Security Interest

As security for the performance by Merchant of all of its obligations under this

Agreement, Merchant hereby grants to Bank a security interest in: (i) the funds held in the Operating Account and in the Reserve Account; and (ii) any inventory with respect to which a Transaction has occurred but has not yet been fulfilled. Merchant will execute and deliver to Bank such documents, in form satisfactory to Bank, as Bank may reasonably request in order to perfect Bank's security interest in the Operating Account, Reserve Account and such inventory, and will pay all costs and expenses associated with filing the same or this Agreement in all public filing offices, where filing is deemed by Bank to be necessary or desirable. Bank is authorized to file financing statements relating to the Operating Account, the Reserve Account and such inventory without ISO where authorized by law. Merchant appoints Bank as its attorney– in–fact to execute such documents as are necessary or desirable to accomplish perfection of any security interests. This appointment is coupled with an interest and shall be irrevocable as long as Merchant owes any amount to Bank.

10. Processing Transactions

(a) Merchant shall obtain Authorizations and process Transactions using such equipment and software as may be approved from time to time by Bank, in its sole discretion (the "Equipment"). Merchant shall validate Cards and Cardholders in face–to– face transactions as required by Applicable Law.

(b) Merchant shall obtain Authorizations for Transactions in a manner required by Applicable Law and in the manner, and following the processes and procedures, determined from time to time by Bank, in its sole discretion, and communicated to Merchant by either Bank or ISO.

(c) Merchant shall not submit a Transaction to Bank (electronically or otherwise) until   Merchant has performed its obligations to the Cardholder in connection with the Transaction or obtained Cardholder's consent for a Pre– Authorized Recurring Order Transaction.

(d) Merchant shall not transmit any Transaction to Bank that Merchant knows or should   have known to be illegal, fraudulent or not authorized by the Cardholder.

(e) Merchant shall not process a Transaction that does not result from an act between a Cardholder and Merchant.

(f) Merchant shall not request or use any Card number for any purpose other than as payment for its goods or services.

(g) Merchant may transmit a Transaction that effects a prepayment of services or full prepayment of custom–ordered merchandise, manufactured to a Cardholder's specifications, if Merchant advises Cardholder of the immediate billing at the time of the Transaction and within time limits established by the Associations.

11. Prohibited Transactions

Merchant shall not do any of the following:

(a) Establish a minimum on debit cards or greater than $10.00 on credit cards or a maximum dollar Transaction amount;

(b) Obtain multiple Authorizations for amounts less than the total sale amount;

(c) Obtain Authorization for the purpose of setting aside the Cardholder's credit line for use in future sales;

(d) Extend credit for or defer the time of payment of the total cash price in any Transaction;

(e) Honor a Card except in a Transaction where a total cash price is due and payable;

(f) Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;

(g) Transmit or accept payment for any Transaction that was not originated directly between Merchant and a Cardholder for the sale or lease of goods or the performance of services of the type indicated in the Merchant Application form to which this Agreement is attached;

(h) Honor or accept a Card as payment for any legal services or expenses arising out of or related to: (i) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (ii) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;

(i) Use Merchant's own Card, or one to which Merchant has access, to process a   Transaction for the purpose of obtaining credit for Merchant's own benefit;

(j) Re–process any Transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of Cardholder approval;

(k) Initiate a Transaction credit without a preceding debit at least equal to the credit;

(l) Initiate a Transaction credit without a balance in the Operating Account at least   equal to the credit;

(m) Use the Equipment or any data received thereon for any other purpose other than for determining whether or not Merchant should accept checks or Cards in connection with a current sale or lease of goods or services;

(n) Use the Equipment or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement;

(o) Draw or convey any inference concerning a person's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card or check is processed as non–accepted;

(p) Disclose any information obtained through the Equipment to any person except for necessary disclosures to affected Cardholders, Bank and/or the Issuer;

(q) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant;

(r) Disburse funds in the form of cash **solely for the purpose of providing a cash advance or cash loan on a Card transaction. This does not restrict Merchant's ordinary cash handling or lawful refund practices;**

(s) Accept a Card to collect or refinance an existing debt (whether originally owed to Merchant or otherwise) that is considered uncollectible (for example, payments to a collection agency or attempts to recover funds for a dishonored check) except to the extent specifically permitted by Applicable Law;

(t) Issue a Transaction credit in respect of goods or services acquired in a cash transaction which are returned;

(u) Make any cash refund to a Cardholder who has made a purchase with a credit Card (all Transaction credits shall be issued to the same credit Card account number used in the sale);

(v) 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;

(w) Accept a Card for the purchase of Scrip (as defined by applicable VISA regulations), except to the extent specifically permitted by Applicable Law;

(x) Accept any payment directly from a Cardholder for previous Card charges incurred and processed by Merchant;

(y) Require, through an increase in price or otherwise, any Cardholder to pay any surcharge in connection with any Transaction or to pay any part of any charge imposed on Merchant by Bank except, in either case, as expressly permitted by, and under terms and conditions that comply in full with, Applicable Law;

(z) Provide cash to a Visa cardholder unless Merchant is either (i) participating in Visa Cash–Back Services or (ii) a hotel or cruise line; (aa) Cause any Cardholder to waive its right to dispute a Transaction;   (bb) Request the Card Verification Value 2 data (as defined by Visa) on any paper order form; (cc) Request a Cardholder account number for any purpose that is not related to payment for goods or

services; or (dd) Add any tax to Transactions, unless applicable law expressly requires that a merchant be permitted to impose a tax, and only if such tax is included in the Transaction amount and not collected separately.

12. Prohibition of Furnishing Account Information; Use of Third Parties

Merchant shall not, without the Cardholder's consent, sell, purchase, provide or exchange any Card information in the form of Transaction documents, carbon copies of imprinted Transaction documents, mailing lists, tapes, journal rolls or other media obtained through the use of a Card to any third party. Merchant may use third parties that do not have a direct agreement with Bank as Merchant's agent for the direct delivery of Transactions for clearing and settlement if:

(a) Merchant advises Bank that it will use a third–party processor in this capacity, identifying the third party so selected by Merchant;

(b) Merchant agrees that Bank will reimburse Merchant only for the Visa Transactions delivered by that third– party processor to VisaNet; and

(c) Merchant assumes responsibility for any failure by its third–party processor to comply with Applicable Law. Merchant shall notify Bank of the identity of any third party performing services to Merchant in connection with which such third party has access to any Card information.

13. Daily Reconciliation of Transactions

(a) Electronically Transmitted Transactions. Bank shall control and disburse all Transaction–related settlement funds to Merchant. Transactions with respect to which Bank receives payment from or through the Associations will be settled on a daily basis, and, except as otherwise expressly provided or permitted pursuant to the terms of this Agreement, Bank shall deliver payment to Merchant in connection with such Transactions by effecting a credit to the Operating Account equal to the reconciled and paid summary Transaction total of all of Merchant's total paid summary Transactions since the previous credit. Notwithstanding the foregoing, Bank may, in its sole discretion, effect a credit to the Operating Account in connection with any Transaction prior to the point in time Bank receives payment in connection therewith from or through the Associations. In either case, Bank may, if necessary or appropriate, reduce any credit made to the Operating Account by, and/or Bank may require that Merchant pay to Bank an amount equal to: (i) the sum of all Cardholder charges denied, refused or charged back; (ii) all refunds processed on account of Cardholders during said time period; (iii) the amounts, fees and charges, including (but not limited to) Chargebacks, Merchant owes Bank hereunder or under any other agreement entered into between Bank and Merchant; (iv) all taxes, penalties, charges, fees and other items incurred by Bank that are reimbursable pursuant to this Agreement; (v) all applicable rates, fees and charges described in the Merchant Services Agreement; (vi) any amount Bank previously credited to the Operating Account that Bank determines, in good faith, was incorrectly so credited; and (vii) any amount Bank determines, in its sole discretion, represents unacceptable risk to the relevant Cardholder or Bank. Any application of funds associated with the settlement of Transactions that differs from the foregoing must be agreed to, in writing, by Bank and Merchant and may not, in any respect, violate Applicable Law.

(b) Reconciliation of Transactions. Merchant shall reconcile each settled Transaction within fifteen (15) days after the date on which such Transaction is submitted to Bank for payment, and shall notify Bank and ISO immediately of any discrepancies or errors Merchant notes as a result of such reconciliation. Neither Bank nor ISO shall have any responsibility or liability for Transaction–related errors or omissions that are

brought to their attention more than thirty (30) days after the date on which the Transaction to which such error or omission relates is first presented to Bank for settlement.

(c) Provisional Credit. Any credits to the Operating Account are provisional only and subject to revocation by Bank until such time that the Transaction is final and no longer subject to Chargeback by the Issuer, Cardholder or Associations. Bank may withhold payment for a Transaction to Merchant, for any reason, until such time as the Transaction has been verified as legitimate by the relevant Issuer, or Bank receives adequate supporting documentation from Merchant to authenticate the Transaction and mitigate Chargeback risk.

14. Adjustments and Returns

Merchant will maintain a fair exchange and return policy and make adjustments with respect to goods and services sold and/or leased to its customers whenever appropriate. If Merchant limits its acceptance of returned merchandise, or if Merchant is an Electronic Commerce Merchant, Merchant will ensure that its return policy are clearly set forth on the Transaction receipt or on Merchant's website, as required by Applicable Law. If goods are returned, or services are terminated or canceled, or any price is adjusted, Merchant will prepare and transmit a credit or return Transaction, either electronically or by paper, for the amount of the adjustment as a deduction from the total amount of Transactions transmitted that day. If the amount of credit or return Transactions exceeds the amount of sales Transactions, Merchant shall pay the excess to Bank. Merchant shall make no cash refunds on credit Transactions and shall handle all credit adjustments as provided in this Section 14. If no refund or return will be given, Merchant must advise Cardholder in writing, at the time of the Transaction, that the sale is a "final sale" and "no returns" are permitted. Merchant must advise Cardholder in writing of any policy of Merchant that provides for no–cash refunds and in–store credit only. Merchant shall follow Association reservation/no–show policies, and shall notify Cardholders in writing of this policy on all advance reservations. Merchant also shall notify Cardholders at the time of the reservation of the exact number of days required for reservation deposit refunds.

15. Chargebacks

The acceptance by Bank of any Transaction processed in accordance with the terms of this Agreement shall be without recourse to Merchant, except for: (i) Full Recourse Transactions; (ii) as otherwise indicated in this Agreement; and (iii) under any of the following circumstances:

(a) No specific prior Authorization for the Transaction was obtained from the Authorization Center, the approval number does not appear in the electronic transmittal that is maintained by Bank, or the Transaction was submitted to the Bank or ISO thirty (30) days or more after the date on which the goods and/or services to which the Transaction relates were purchased or leased by the relevant Cardholder;

(b) The Transaction was based on a pre-authorization form, the Card on which the Authorization was based was canceled and Merchant was so notified prior to the Transaction;

(c) The Card giving rise to the Transaction was canceled and prior to, or at the time of, the Transaction, and Merchant received notice of the cancellation through the electronic terminal, in writing or otherwise;

(d) The Card expired prior to the date of the Transaction or the date of the Transaction was prior to the validation date, if any, indicated on the Card;

(e) The Transaction information required by this Agreement was not submitted to Bank, or the procedures required by this Agreement to be followed in connection with processing a Transaction were not followed;

(f) Bank or Issuer receives a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder;

(g) The Cardholder makes a written complaint to Bank or Issuer that the Cardholder did not make or authorize the Transaction;

(h) A setoff or counterclaim of any kind exists in favor of any Cardholder against Merchant that may be asserted in defense of an action to enforce payment against the Cardholder in the Transaction;

(i) The Transaction was made at or by a merchant other than Merchant;

(j) The Transaction otherwise violates the terms of this Agreement or any Applicable Law;

(k) A Transaction is charged back by an Issuer; or

(l) Any representation or warranty made by Merchant in connection with the Transaction is false or inaccurate in any respect. In any such case, Bank shall not be obligated to accept a Transaction for credit to the Operating Account. If Bank has credited the Operating Account or Reserve Account for such a Transaction, Bank may return the Transaction to the Merchant, and Merchant shall pay Bank the amount of the Transaction. Merchant agrees that it is solely responsible for all Chargebacks, and that Bank, without prior notice to Merchant, may: (i) charge the amount of the Transaction to the Operating Account or Reserve Account; (ii) recoup the amount of the Transaction by adjustment of the credits due to Merchant; and/or (iii) set off the amount of the Transaction against any account or property Bank holds for or on behalf of Merchant. If Merchant disagrees with Bank's decision to charge back a Transaction, Merchant must so notify Bank in writing within 10 days of the Chargeback, and provide documentation that the dispute has been resolved to Cardholder's satisfaction or proof that a credit has been issued. Without limiting the generality of any other provision of this Agreement, if Bank or ISO, if ISO has indemnified Bank, takes legal action against Merchant for any Chargebacks or any amounts due Bank or ISO hereunder, each party shall be responsible for its own attorneys' fees and costs, except as may be awarded by a court of competent jurisdiction.

16. Merchant Statement

At least once each month, Bank shall provide a statement (the "Merchant Statement") to Merchant. All information appearing on the Merchant Statement shall be deemed accurate and affirmed by Merchant unless Merchant objects by written notice specifying the particular item in dispute within 30 days of the date of the Merchant Statement.

17. Retention of Information

Merchant shall retain the information required to be submitted in connection with a Transaction or to be maintained in connection with a complaint for seven years from the date of the Transaction or the complaint. At the request of Bank, Merchant shall provide such information to Bank or ISO, as directed by Bank, within five (5) days of receipt of a request from Bank. Failure to meet such time frame or non–delivery of any item or delivery of an illegible copy of an item requested by an Issuer shall, among other things, constitute a waiver by Merchant of any claims and may result in an irrevocable Chargeback for the full amount of the Transaction. ISO shall have the right to use Merchant-provided information (such as, but not limited to, Credit Information and Volume Information) in a manner that at all times complies with Applicable Law, to facilitate the provision of additional services to Merchant (such as, but not limited to, Netevia Banking Services).

18. Recovery of Cards

Merchant will use its best efforts to reasonably and peaceably recover and retain any Card with respect to which Merchant receives notification of cancellation, restrictions, theft or counterfeiting. This notice may be given: (i) electronically through the Equipment; (ii) by the Authorization Center through any means; or (iii) by listing on any canceled Card or restricted Card list. Merchant shall also take reasonable steps to recover a Card that it has reasonable grounds to believe is counterfeit, fraudulent or stolen.

19. Customer Complaints

Merchant shall respond promptly to inquiries from Cardholders and shall attempt to resolve any disputes amicably. If unresolved disputes occur with a frequency unacceptable to Bank, Bank may terminate this Agreement. Bank reserves the right to charge Merchant reasonable fees and reimbursement on account of excessive Cardholder inquiries, refunds or Chargebacks. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice: (a) The Cardholder's name; (b) The Card account number; (c) The date and time the Cardholder asserted the claim or defense; (d) The nature of the claim or defense; and (e) The action that Merchant took in an attempt to resolve the dispute. Upon request, Merchant shall furnish Bank with this information in writing within 10 days.

20. Confidentiality

Merchant shall treat all information received in connection with this Agreement as confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to ISO and to Issuers.

21. Compliance with Applicable Law

a. General. Merchant represents and warrants that it has obtained all necessary regulatory approvals, certificates and licenses, and that it is in compliance with all Applicable Law, in connection with the operation of its business. Merchant represents and warrants that it understands the importance of complying with Applicable Law in connection with any and all actions it takes in connection with Transactions (including, without limitation, complying with requirements relating to Transaction information, storage and disclosure), and covenants at all times to comply in full with all Applicable Law. Merchant further acknowledges and agrees that it is responsible for the actions of all of its employees while in Merchant's employ. b. Data Security Rules. Without limiting the generality of the foregoing or any other provision of this Agreement, Merchant understands that it and all of its employees, agents, representatives and service providers must comply with the Rules, including without limitation, those relating to Cardholder information security issues, non– disclosure of Cardholder information and Transaction documents, retention and storage of Cardholder and Transaction information and other security procedures adopted by the Associations. Merchant hereby confirms its agreement to abide by and fully comply with such Rules, including, without limitation, the Rules and procedures described below: i. Visa Cardholder Information Security Program and MasterCard Site Data Protection Program. Visa and MasterCard have implemented programs to protect Cardholder data. The Visa Cardholder Information Security Program ("CISP") and MasterCard Site Data Protection Program ("SDP") apply to Merchant if Merchant processes or stores Cardholder data as a result of Internet or mail/telephone acceptance of Visa or MasterCard Card account information. A copy of the complete Visa Cardholder Information Security Standards manual and a Self–Assessment Worksheet can be obtained online at www.visa.com/cisp or from Bank, and a copy of the SDP provisions can be obtained from Bank. Visa and MasterCard may impose restrictions, fines, or

prohibit Merchant from participating in Visa or MasterCard programs if it is determined that Merchant is noncompliant. Merchant may be required to comply with an audit to verify compliance with security procedures. The following list describes some of the current CISP and SDP program requirements, with all of which Merchant may be required to comply, if applicable to Merchant. (A) install and maintain a working network firewall to protect data accessible via the Internet; (B) keep security patches up–to– date; (C) encrypt stored data; (D) encrypt data sent across networks; (E) use and regularly update anti–virus software; (F) restrict access to data by business "need to know"; (G) assign a unique ID to each person with computer access to data; (H) don't use vendor–supplied defaults for system passwords and other security parameters; (I) track access to data by unique ID; (J) maintain a policy that addresses information security for employees and contractors; and (K) restrict physical access to Cardholder information. Merchant must also comply with the requirements of Section 10.3 of the Visa Rules in connection with suspected or confirmed losses, thefts, compromises of information, and fraud or laundering associated with information. Please also note that this is not intended to be a complete list, and Merchant remains solely responsible for understanding and complying in full with all of the applicable CISP and SDP requirements. ii. Transaction Information. Merchant acknowledges that the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Transaction information to third parties is strictly prohibited by the Rules. Unless Merchant obtains consents from Bank, and each applicable Association, issuing bank and Cardholder, Merchant must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Transaction (including without limitation, the names, addresses and Card account numbers of Cardholders, copies of imprinted sales drafts and/or credit records, mailing lists, tapes or other media obtained in connection with a sales draft and/or credit record) except for purposes of authorizing, completing and settling Transactions and resolving any Chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant shall use proper controls for, limit access to, and render unreadable prior to discarding all records containing Cardholder account numbers and Card imprints. Merchant may not retain or store magnetic stripe data after a Transaction has been authorized. If Merchant stores any electronically captured signature of a Cardholder, Merchant may not reproduce such signature except upon the specific request of Bank. Merchant shall store all media containing Cardholder names, Cardholder account information, and other personal information, as well as Card imprints (such as sales drafts and credit records, auto rental agreements, and carbons) in an area limited to selected personnel and, prior to discarding any such information, destroy it in a manner that renders the data unreadable. Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, it will not sell, transfer or disclose any materials that contain Cardholder account numbers, personal information, or Transaction information to third parties, and shall return the information to Bank and provide acceptable proof of destruction to Bank.

22. Taxes

Each party hereto shall report its income and pay its own taxes to any applicable jurisdiction. If either Bank or ISO is required to pay any taxes, interests, fines or penalties owed by Merchant, said amount shall become immediately due and payable by Merchant to Bank or ISO. If excise, sale or use taxes are imposed on Transactions, Merchant shall be responsible for the collection and payment thereof. Merchant shall not add any tax to any Transaction unless Applicable Law expressly provides that Merchant is permitted to impose a tax, and any such tax amount, if so allowed, shall be included in the Transaction amount and not collected separately. Bank or ISO shall be entitled to recover from Merchant any of said taxes paid by it on behalf of Merchant immediately after payment.

23. Limitation of Liability

In addition to all other limitations on the liability of Bank and ISO contained in this Agreement, neither Bank nor ISO shall be liable to Merchant or Merchant's customers or any other person for any of the following:

(a) Any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so;

(b) Any loss caused by a Transaction downgrade resulting from defective or faulty Equipment, even if such Equipment is owned by Bank or ISO;

(c) The unavailability of Services caused by the termination of contracts with computer hardware vendors, processors or installers, whether terminated by Bank, ISO or any other person for any reason; or

(d) Interruption or termination of any Services caused by any reason except for failure of ISO to repair or replace Equipment at Merchant's expense (in which case, any resulting liability shall be for the sole account of ISO). At no time will ISO's liability exceed the amount of fees collected or reasonably expected to be collected from Merchant for this delay period. NEITHER BANK NOR ISO SHALL BE LIABLE FOR ANY LOST PROFITS, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO MERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES TO BE PERFORMED BY BANK OR ISO PURSUANT TO THIS AGREEMENT. MERCHANT ACKNOWLEDGES THAT BANK HAS PROVIDED NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT AND THAT BANK HAS NO LIABILITY WITH RESPECT TO ANY EQUIPMENT. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES IT PROVIDES HEREUNDER. IF THERE ARE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S OR ISO'S PERFORMANCE OR ANY FAILURE TO PERFORM, BANK'S AND ISO'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS, IF COMMERCIALLY REASONABLE.

24. Limitation on Damages

In no case shall Merchant be entitled to recover damages from ISO or Bank that exceed the fees retained by Bank and ISO pursuant to this Agreement during the six month period immediately prior to the event giving rise to the claim for damages.

25. Indemnification

To the extent permitted by Florida law, Merchant agrees to indemnify and hold Bank and ISO harmless from any and all losses, claims, damages, liabilities and expenses, including attorneys' fees and costs (whether or not an attorney is an employee of Bank or Bank's affiliates, ISO or affiliates of ISO) arising out of any of the following:

(a) Merchant's failure to comply with this Agreement;

(b) Any act or omission of Merchant;

(c) Merchant's failure to comply with any Equipment's user's guide;

(d) Merchant's failure to comply with any Applicable Law;

(e) Any dispute concerning the quality, condition or delivery of any merchandise or the quality of performance of any service;

(f) The fraud or dishonesty of Merchant or Merchant's employees, licensees, successors, agents and/or assigns;

(g) Merchant's selection of an Internet service provider or other telecommunication services provider;

(h) The theft of or damage or destruction to any Equipment; or

(i) Full Recourse Transactions, unauthorized Transactions and prohibited Transactions.

26. Credit Investigation and Bank Auditing

Bank may audit, from time to time, Merchant's compliance with the terms of this Agreement. Merchant shall provide all information requested by Bank to complete Bank's audit. Merchant authorizes parties contacted by Bank to release the credit information requested by Bank, and Merchant agrees to provide a separate authorization for release of credit information, if requested by Bank. Merchant shall deliver to Bank such information as Bank may reasonably request from time to time, including without limitation, financial statements and information pertaining to Merchant's financial condition. Such information shall be true, complete and accurate. Without limiting the generality of the foregoing, Merchant shall provide to Bank and ISO its balance sheet and income statements not less frequently than every three calendar months during the term of this Agreement.

27. Termination of Agreement by Bank and ISO

Bank may terminate this Agreement upon at least 30 days' prior written notice to the other parties. In addition, Bank may terminate this Agreement immediately upon written notice to Merchant upon the occurrence of any of the following (each, an "Event of Default"):

(a) Any information concerning Merchant obtained by Bank is unsatisfactory to Bank, in Bank's sole discretion.

(b) Any act of fraud or dishonesty is committed by Merchant, its employees or agents, or Bank believes in good faith that Merchant, its employees or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation.

(c) Chargebacks are excessive, in the opinion of Bank.

(d) There is a breach of any representation or warranty made by Merchant to Bank, or Merchant defaults in the performance of any of its obligations under this Agreement.

(e) A petition under any bankruptcy or insolvency law is filed by or against Merchant.

(f) Bank determines that the continuation of this Agreement may create harm or the loss of goodwill to Bank or any Association.

(g) Merchant fails to maintain sufficient funds in the Operating Account to cover the amounts due to Bank hereunder.

(h) Merchant's percentage of error Transactions or retrieval requests is excessive in the opinion of Bank.

(i) Any insurance policy obtained by Bank, ISO or Merchant relating to Transactions and/or Chargebacks is cancelled or terminated for any reason.

(j) Merchant fails to provide financial statements suitable to Bank on request.

(k) ISO does not or cannot perform its duties under this Agreement and Bank determines that it is not feasible to provide the Services contemplated by this Agreement to Merchant. Bank is not obligated to provide replacement Services if ISO does not or cannot perform.

(l) Any Association requests or demands that this Agreement be terminated. Bank may selectively terminate one or more of Merchant's approved locations without terminating this entire Agreement. In the event of termination, all obligations of Merchant incurred or existing under this Agreement prior to termination shall survive the termination. Merchant's obligations with respect to any Transaction shall be deemed incurred and existing on the date of such Transaction. In the event Bank terminates this Agreement following any Event of Default, Merchant: (i) agrees that Bank may place Merchant on each Association's "Terminated Merchant File" (or any other list or file serving a similar purpose); and (ii) agrees to indemnify and hold Bank and ISO harmless from and against any and all costs, expenses and liabilities incurred by Bank and/or ISO in connection with or arising out of such Event of Default Following any bankruptcy filing against or by Merchant, Bank reserves the right to suspend or discontinue the provision of Services. Merchant must notify Bank in writing no later than five (5) days following any bankruptcy filing by or against Merchant. Credits to the Operating Account and other payments to Merchant are provisional. The parties acknowledge and agree that Bank is extending financial accommodations to Merchant within the meaning of 11 U.S.C.365 (c) (2) of the Bankruptcy Code as amended from time to time. The right of Merchant to receive any amounts due or to become due from Bank is expressly subject and subordinate to the Chargebacks, recoupment, setoff, lien, and/or security interest rights that are being applied to claims that are liquidated, unliquidated, fixed contingent, matured or unmatured.

28. Termination of Agreement by Merchant

Merchant may terminate this Agreement upon at least 30 days' prior written notice to the other parties if Bank amends the Merchant Application pursuant to Section 31 to increase the rates, fees or charges Merchant pays hereunder, except for fees or rates that result from a pass through from an Association. If Merchant cancels and fails to provide written notice to cancel at least 90 days prior to the end of the then–current term, Merchant agrees to pay an early termination fee of $750. If Merchant is a county or other governmental entity, Merchant may terminate this Agreement for convenience upon thirty (30) days' prior written notice, without penalty, and may terminate immediately for cause in the event of Bank's material breach that remains uncured after thirty (30) days' written notice.

29. Setoff

In addition to any other legal or equitable remedy available to it in accordance with this Agreement or by law, Bank and ISO may set off any amounts due to it against any property of Merchant in its possession or under its control.

30. Exclusivity

Merchant shall submit all Transactions made during the term hereof solely to Bank for processing. If Merchant fails to comply with this provision, Merchant agrees to pay Bank, within 10 days of the date of non–compliance, a liquidated damages sum to be determined by computing the projected gross dollar volume of Transactions processed by Bank on behalf of the Merchant for the remainder of the term hereof and multiplying that number by 1%. Merchant and Bank agree that the damages suffered by Bank as a result of such non–compliance would be extremely difficult to calculate with precision. For that reason, the parties hereto agree that the liquidated damages should be computed as set forth above. Any exceptions to this exclusive arrangement must be approved by Bank and ISO in advance in writing.

31. Amendments to this Agreement

From time-to-time Bank may amend this Agreement as follows:

(a) Bank may amend or delete Cards or Services listed on the Merchant Application by notifying Merchant in writing of any such amendment. All provisions of this Agreement shall apply to Cards or Services added to this Agreement. Bank shall notify Merchant of the fees to be charged for processing the additional Cards and Services. Acceptance by Merchant of a new approved Card as payment for a Transaction or use of a new Service after Bank has sent Merchant notice of an amendment shall constitute Merchant's agreement to the amendment and the fees or charges related to these additions.

(b) From time to time, Bank may change all rates, fees and charges set forth on the Merchant Application. Bank will provide written notice to Merchant of all such amendments. Bank may change the rates, fees and charges without prior written notice if Merchant's sales volume or average Transaction amount does not meet Merchant's projections contained in the Merchant Application form to which this Agreement is attached or if the risk factors associated with processing Transactions increase. If notice is required, Bank will give written notice on the Merchant Statement. All new rates, fees and charges will become effective for the month immediately following the month in which the notice appeared on the Merchant Statement unless Merchant terminates this Agreement in accordance with Section 28.

(c) Bank may amend this Agreement in any manner other than as described in Section 31(a) or 31(b) above simply by providing written notice of such amendment to Merchant, and such amendment shall become effective on the latter of: (i) the date on which such written notice is received by Merchant; or (ii) a date specified by Bank in such written notice. 32. Assignment. This Agreement may not be assigned by Merchant without the prior written consent of Bank. Bank may assign this Agreement without limitation. Assignment of this Agreement by Bank shall relieve Bank of any further obligations under this Agreement.

33. Financial Accommodations

Bank, ISO and Merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

34. Waiver

To the extent that Merchant becomes a debtor under any chapter of title 11 of the United States Code and such event does not result in the termination of this Agreement, Merchant hereby unconditionally and absolutely

waives any right or ability that Merchant may otherwise have had to oppose, defend against or otherwise challenge any motion filed by Bank for relief from the automatic stay of 11 U.S.C. § 362(a) to enforce any of Bank's rights or claims under this Agreement.

35. Cooperation

In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the transactions contemplated hereby.

36. Entire Agreement

This Agreement, together with the Merchant Application, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party (or by any officer or officers of any party) relating to the matters covered herein and constitutes the entire agreement of the parties hereto.

37. Severability

If any provisions of this Agreement shall be held, or deemed to be, or shall in fact be,

inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections herein contained shall not affect the remaining portions of this Agreement or any part hereof.

38. Notices

Except for notices provided by Bank to Merchant on the Merchant Statement, all notices, requests, demands or other instruments which may or are required to be given by any party hereunder shall be in writing and each shall be deemed to have been properly given when: (i) served personally on an officer of the party to whom such notice is to be given, (ii) upon expiration of a period of three (3) business days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt, or (iii) upon delivery by a nationally recognized overnight delivery service, addressed as follows: If to BANK: Use address on Page 1 for appropriate bank If to ISO: Legal Department: 2590 Hollywood blvd, Hollywood, Fl 3302 0 If to MERCHANT: Address listed on the application to which this Agreement is attached. Any party may change the address to which subsequent notices are to be sent by notice to the others given as aforesaid.

39. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to internal principles of conflict of laws, and federal law.

40. Captions

Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

41. No Waiver

Any delay, waiver or omission by Bank to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver

of any subsequent breach or default of the same or any other terms, provisions or covenants on the part of the other party. All remedies afforded by this Agreement for a breach hereof shall be cumulative.

42. Force Majeure

The parties shall be excused from performing any of their respective obligations

under this Agreement which are prevented or delayed by any occurrence not within their respective control including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, riots or any regulation, rule, law, ordinance or order of any federal, state or local government authority.

43. Cooperation

Merchant covenants and agrees that, if it is undergoing forensic investigation at the time this Agreement is signed, Merchant will fully cooperate with the investigation until it is completed.

44. Limited Acceptance

Visa Rules allow Merchant to become a Limited Acceptance Merchant as part of its use of Bank's Services. A "Limited Acceptance Merchant," as defined by Visa, is a merchant that accepts either, but not both, of the following: Visa Credit and Business Category Cards Visa Debit Category Cards Merchant has elected to become a Limited Acceptance Merchant by choosing to accept ONLY (please mark the applicable card category below): Visa Credit and Business Category Cards Visa Debit Category Cards Merchant's failure to select one of the Limited Acceptance Categories above means that Merchant has elected to accept BOTH Visa Credit and Business Category Cards and Visa Debit Category Cards. If Merchant elects to be a Limited Acceptance Merchant, Merchant must properly display the Visa–approved signage that represents the Limited Acceptance Category that Merchant has selected above.

45. Special Merchant Categories

(a) If Merchant is a Health Care Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (the "Visa Core Rules")), Merchant acknowledges that it must comply with the provisions of Section 5.9.12 of the Visa Core Rules.

(b) If Merchant is a T&E Merchant (as defined by the Visa Core Rules), Merchant acknowledges that it must comply with all of the provisions of the Visa Core Rules relating to T&E Merchants, including Sections 5.9.6, 5.10.4.1, 7.3.12, and 11.1.3.2. Merchant further agrees that, if it is an International Airline Program Merchant (as defined by the Visa Core Rules), the terms of the attached International Airline Program Merchant Addendum apply.

(c) If Merchant receives BIN information from Bank, Merchant agrees that: (i) such information may be used solely for purposes of identifying Visa card product types at the point of sale; (ii) Merchant may not, and will not, disclose such information to any third party; and (iii) Merchant will treat such information as proprietary and confidential information belonging to Visa and with the same degree and case as information labeled "Visa Confidential."

(d) If Merchant is an Electronic Commerce Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (2014)—the "VCR"), the following terms apply (references following each requirement indicate whether the requirement is located in the VCR or the Visa Acquirer Risk Program Standards

Guide (2010) (VPSG); capitalized terms that are not otherwise defined in this Agreement are used as defined in the VCR): i. Merchant must display its consumer data privacy policy on its website. (VPSG) ii. Merchant must display the security method it uses for the transmission of payment data on its website. (VPSG) iii. Merchant must offer Cardholders a secure transaction method and a data protection method, such as Secure Sockets Layer (SSL), 3–D Secure and/or Verified by Visa. (VPSG; VCR Section 1.5.6.2) iv. For Non–Secure Transactions and Non–Authenticated Security Transactions, Merchant must attempt to obtain a Visa Card expiration date and submit it as part of the Authorization Request. (VCR Section 5.8.4.1) v. Merchant's website must contain all of the following:

(A) Customer service contact, including email address or telephone number.

(B) The address, including the country, of Merchant's permanent establishment, either:

 (1) On the same screen view as the checkout screen used to present the final Transaction amount; or

(2) Within the sequence of web pages the Cardholder accesses during the checkout process.

(C) Policy for delivery of multiple shipments.

(D) Security capabilities and policy for transmission of payment card details.

(E) In addition, on an Online Gambling Merchant's homepage or payment page, all of the following:

(1) The statement "Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction";

(2) A statement of the Cardholder's responsibility to know the laws concerning online gambling in the Cardholder's country;

(3) A statement prohibiting the participation of minors;

(4) A complete description of the rules of play, cancellation policies, and pay–out policies;

(5) A statement recommending that the Cardholder retain a copy of Transaction records and Merchant policies and rules; and

(6) An Acquirer numeric identifier specified by Visa. (VCR Section 5.9.3.1) vi. Merchant must not display the full Account Number to the Cardholder online. (VCR Section 5.9.3.2) vii. If Merchant is a Verified by Visa Merchant, Merchant acknowledges that its Electronic Commerce Transactions are not eligible for Chargeback protection from Chargeback reason codes 75 (Transaction Not Recognized) and 83 (Fraud–Card– Absent Environment) if either:

(A) The Merchant is classified with one of the following MCCs:

(1) MCC 4829 (Wire Transfer Money Orders);

(2) MCC 5967 (Direct Marketing – Inbound Teleservices Merchant);

(3) MCC 6051 (Non–Financial Institutions – Foreign Currency, Money Orders [not Wire Transfer], Travelers' Cheques); or

(4) MCC 7995 (Betting, including Lottery Tickets, Casino Gaming Chips, Off–Track Betting, and Wagers at Race Tracks); or

(B) Merchant has been identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online. Merchant remains ineligible while it is in either program, and for an additional 4 months after exiting the program. This condition also applies if Merchant enabled Verified by Visa while identified in either program. (VCR Section 5.9.3.5) viii. Merchant must include the following in its transaction receipts:

(A) Customer service contact;

(B) Merchant country; and

(C) Conditions of sale, including return and cancellation policy. (VCR Section 5.10.3.3)

ix. In an Authorization Request, Merchant must not transmit Authentication Data specific to one Transaction with another Transaction, except when either:

(A) 2 Transactions are related due to delayed delivery; or

(B) All items of an order cannot be shipped at the same time. (VCR Section 10.15.3.2)

(e) If Merchant limits its acceptance of returned merchandise or is an Electronic Commerce Merchant,Merchant must ensure that its return policies are clearly indicated to a Cardholder on the Transaction Receipt or on Merchant's website, as follows (VCR Section 5.4.2.4):

Location	Required Disclosure	To be used for the following Merchant Policies
Transaction Receipt (all copies, near the Cardholder signature area or in an area easily seen by the Cardholder)	"No Refund" "No Exchanges" "All Sales Final"	Merchant does not: Accept merchandise as a return or exchange; Issue a refund to a Cardholder
	"Exchange Only"	Merchant accepts merchandise in exchange for merchandise of equal value to the original Transaction amount
	"In-Store Credit Only"	Merchant accepts merchandise in exchange for an in-store credit document that both: Equals the value of the returned merchandise; Must be used at the Merchant location
Website (on checkout screen or in sequence of web pages before final checkout)	"Click to accept" or other acknowledgement button or checkbox	All return/refund policies and other purchase terms and conditions

Location Required Disclosure To be used for the following Merchant Policies

Transaction Receipt (all copies, near the Cardholder signature area or in an area

easily seen by the Cardholder) "No Refund" "No Exchanges" "All Sales Final" Merchant does not: Accept merchandise as a return or exchange; Issue a refund to a Cardholder "Exchange Only" Merchant accepts merchandise in exchange for merchandise of equal value to the original Transaction amount "In-Store Credit Only" Merchant accepts merchandise in exchange for an in-store credit document that both: Equals the value of the returned merchandise; Must be used at the Merchant location Website (on checkout screen or in sequence of web pages before final checkout) "Click to accept" or other acknowledgement button or checkbox All return/refund policies and other purchase terms and conditions

46. Participation in the American Express OptBlue® Program

By checking the "Accept" checkbox next to AMERICAN EXPRESS OptBlue® on [the application], Merchant has elected to participate in the American Express OptBlue program ("American Express Card Acceptance")

If there are any definitions not defined herein or any conflict between the definitions provided herein, including (a) – (c) below and those definitions provided by American Express, the definition provided by American Express shall apply and shall control as it pertains to the American Express Card Acceptance. The following terms and conditions apply to Merchant's participation in American Express Card Acceptance:

(a) The definition of "Association(s)" is changed to read as follows: "Association(s)" means VISA U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard"), Discover Financial Services LLC ("Discover") and American Express Travel Related Services Company, Inc. ("American Express").

(b) The definition of "Card(s)" is changed to read as follows: "Card(s)" means either a Visa, MasterCard, Discover or American Express credit card, debit card (or other similar card that requires a PIN for identification purposes), or prepaid, stored-value or gift card.

(c) The definition of "Issuer" is changed to read as follows: "Issuer" means American Express or a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards.

(d) Merchant authorizes Bank and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express on behalf of Merchant.

(e) Merchant agrees that Bank may collect and disclose Transaction Data, Merchant Data, and other information regarding Merchant to American Express, and that American Express may use such information: (i) to perform its responsibilities in connection with American Express Card Acceptance; (ii) to promote American Express; (iii) to perform analytics and create reports; and (iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card Acceptance, and important transactional or relationship communications from American Express. American Express may use the information about Merchant obtained in this Agreement at the time of setup to screen and/or monitor Merchant in connection with American Express marketing and administrative purposes.

(f) Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO; however, Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.

(g) Merchant acknowledges that it may be converted from American Express Card Acceptance to a direct relationship with American Express if and when its American Express-related Transaction volumes exceed the eligibility thresholds for American Express Card Acceptance, becoming a High CV Merchant. If this occurs, upon such conversion: (i) Merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant for Card acceptance.

(h) Merchant will not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express-related Transaction receivables to Bank, its affiliated entities and/or any other cash advance funding source that partners with Bank or its

affiliated entities, without consent of American Express. Notwithstanding the foregoing, Bank prohibits Merchant from selling or assigning future American Express-related Transaction receivables to any third party.

(i) Notwithstanding anything in this Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card Acceptance to enforce such terms against Merchant.

(j) By contacting Bank or ISO, Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Other Payment Products.

(k) Bank and ISO have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant: (i) if Merchant breaches any of the provisions of this Section 46 or any other terms of this Agreement applicable to American Express Card Acceptance; or (ii) for cause or fraudulent or other activity, or upon American Express's request. In the event this Agreement and/or Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately cease all use of, and remove all American Express Licensed Marks from Merchant's website and wherever else they are displayed.

(l) Merchant's refund policies for American Express-related Transactions must be at least as favorable as its refund policy for purchase with any Other Payment Products, and the refund policy must be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law. Merchant may not bill or attempt to collect from any Cardmember for any American Express-related Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Charge, and it otherwise has the right to do so.

(m) Merchant must report all instances of a Data Incident immediately to Bank or ISO after discovery of the incident.

(n) Merchant must ensure data quality and that Transaction Data and customer information is processed promptly, accurately and completely, and complies with the American Express Technical Specifications. Merchant is responsible for being aware of and adhering to privacy and data protection laws and provide specific and adequate disclosures to Cardmembers of collection, use, and processing of personal data.

(o) Merchant will comply with and accept Cards in accordance with, the terms of this Agreement and the American Express Merchant Operating Guide (as the same may be amended from time to time and is incorporated herein by reference) (the "MOG"). The current MOG can be found at American Express Merchant Operating Guide. For the sake of clarity, the term "Rules" specifically includes the MOG.

(p) American Express has the right to modify the terms of this Section 46 and any other provision of this Agreement that relates to American Express Card Acceptance and to terminate Merchant's acceptance of American Express-related Transactions and to require an investigation of Merchant's activities with respect to American Express-related transactions.

(q) Merchant must comply with the American Express Data Security Requirements (DSR) and Payment Card Industry Security Standard (PCI DSS). A copy of the DSR can be obtained online at www.americanexpress.com/dsr. Merchant will abide by and fully comply with all Applicable Laws, rules and regulations relating to the conduct of Merchant's business.

47. Participation in PayPal In-Store Checkout

Unless the Merchant provides explicit notification to the Bank indicating their preference not to accept any PayPal Payment Method as a method of payment for goods or services at the Merchant's point(s) of sale, the terms and provisions delineated in the PayPal Point of Sale Agreement for Platform Sellers shall apply: PayPal Point of Sale Agreement for Platform Sellers

If the Merchant elects American Express Card Acceptance and does opt out of the application of this Section 47, the application of Section 46 and this Section 47 will be deemed to be cumulative and not in the alternative.

(a) Merchant acknowledges and agrees that all of its actions associated with the acceptance by Merchant of a PayPal Method as the method of payment for goods or services at a point of sale, and in connection with processing any sale, credit, chargeback, representment, reversal or correction or settlement activity associated with any such transaction is subject to the terms and conditions of the Program Documents, as that term is defined in the PayPal Operating Regulations for In–Store Checkout (as the same may be amended or replaced from time to time, the "PayPal Operating Regulations"). Merchant will comply in full, at all times, with all relevant provisions of the Program Documents, a copy of which Merchant acknowledges and agrees it has received and reviewed. Capitalized and italicized terms used in this Section 47 that are not otherwise defined are used as defined in the PayPal Operating Regulations.

(b) The definition of "Card(s)", as used throughout this Agreement, is changed to read as follows: "Card(s)" means any of the following: (i) a Visa, MasterCard or Discover credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre– paid, stored–value or gift card; and (ii) any PayPal Payment Method.

(c) The definition of "Issuer", as used throughout this Agreement, is changed to read as follows: "Issuer" means a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards and PayPal, Inc. ("PayPal"), in connection with any PayPal Payment Method.

(d) Merchant will comply in full with the Program Documents in connection with all of its activities associated with PayPal Acceptance and associated Transaction processing and Settlement of Transactions.

(e) Merchant acknowledges and agrees that Acquirer may disclose Transaction Data and Merchant information to PayPal, regulatory authorities and other entities to which PayPal is required to provide such information for the purposes deemed necessary and related to performing Transactions or to comply with Applicable Law, including, by way of example and without limitation: (i) Detailed information about the Transactions conducted by Merchant, including Transaction Data required by the Program Documents, to be delivered to PayPal in connection with Authorization Requests, Transaction Data, and Dispute responses; (ii) Merchant information and detail about the transactions accepted by Merchant, including the Merchant Category Code assigned by Bank to Merchant; (iii) Collective and detailed information about Merchant's Transactions, Disputes and other information reasonably required by PayPal during any investigation of Merchant; (iv) Information regarding the aggregate number, type, and kind of Transactions accepted by Merchant, in the Authorized Jurisdiction; and (v) Business and registration information provided by Merchant and/or its principals in connection with any application submitted by Merchant to Bank.

(f) Merchant acknowledges and agrees that each of the following is strictly and expressly prohibited: (i) Any use, storage, or disclosure by Merchant of PayPal's confidential information, any PayPal Account Holder Data or Transaction Data, other than as necessary to complete a Transaction. (ii) The retention or storage of PayPal Account Numbers, Track Data or Transaction Data. (iii) Any use of any PayPal Account Holder's personal information for marketing and/or other purposes without explicit consent from the PayPal Account Holder.

(g) Bank may terminate Merchant's PayPal Acceptance and/or this Agreement for any of the reasons set forth in the PayPal Operating Regulations or for any violation by Merchant of the terms that Bank is required to enforce against Merchant in the PayPal Operating Regulations. PayPal may directly contact Merchant if

Merchant is terminated by Bank for any reason, including investigating compliance by Merchant with the Security Requirements set forth in Section 13 of the PayPal Operating Regulations.

(h) "PayPal Marks" mean the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. The PayPal Marks are described in Appendix A of the PayPal Operating Regulations. Merchant may use the PayPal Marks only to promote PayPal products, offers, services, processing and/or acceptance. Merchant use of the PayPal Marks is restricted to the display of decals, signage, advertising, and marketing materials provided or approved by PayPal in writing pursuant to the process set forth in the PayPal Operating Regulations. Merchant shall not use the PayPal Marks in such a way that PayPal Account Holders could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

48. Additional Terms and Conditions for North American Banking Company
For all merchants that are processing with North American Banking Company, Additional Terms and Conditions apply

By entering in this Agreement you further warrant that you accept the terms available at https://www.netevia.com/tc/nabco .