

# InterPayments™ PAYLINK END-USER LICENSE AGREEMENT

THIS INTERPAYMENTS, INC. d/b/a INTERPAYMENTS END-USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL CONTRACT BETWEEN you and your affiliates or "Client" or "You" or "Your", AND INTERPAYMENTS, LLC ("InterPayments", "we", "us", "our") FOR THE INTERPAYMENTS ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES ("SERVICES" OR "SOLUTION(S)"). BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE USING THE INTERPAYMENTS SOLUTION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER YOUR ACCOUNT (AS DEFINED BELOW) IS ACTIVATED BY US.

YOU ACKNOWLEDGE THAT THE INTERPAYMENTS SOLUTION IS MERELY A CONDUIT FOR PAYMENT TRANSACTIONS AND THAT YOU WILL NEED TO ENTER INTO A SEPARATE, THIRD PARTY PROCESSING AGREEMENT FOR MERCHANT AUTHORIZATION, CLEARING AND SETTLEMENT OF PAYMENT CARD TRANSACTIONS. YOU FURTHER ACNOWLEDGE AND AGREE THAT INTERPAYMENTS SHALL BEAR NO RESPONSIBILITY IN CONNECTION WITH SUCH THIRD-PARTY PAYMENT CARD PROCESSING SERVICES.

The InterPayments Solution is protected by trademark laws, copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The InterPayments Solution is licensed, not sold.

Capitalized terms used in this Agreement shall have the meanings ascribed in Section 2 below.

## 1. WHAT WE DO

- 1.1. We have a unified payment system that enables You to accept payment cards from Your customers by using the InterPayments Solution to connect to third party Processing Entities.
- 1.2. We are not a financial institution, acquiring bank, payment processor or money transmitter business. The chief role of the InterPayments Solution is to serve as a processing conduit. More specifically, we transmit to Processing Entities information regarding payment card transactions submitted by You at the time of sale; and relay to You notice of their acceptance or refusal as received by such Processing Entities. You, not InterPayments, will be fully and solely responsible for verifying the accuracy and completeness of all card transactions You submit via the InterPayments Solution, including determining the appropriate action to be taken for each such transaction (accept, void, or reject). We have no control of, or responsibility for, processing or filling any orders for purchases by Cardholders or for handling any related customer inquiries. Without limiting the effect of any provision of this Agreement, you acknowledge and agree that in providing the InterPayments Solution, we do not assume any responsibility, liability, risk, oversight, control, or any other direct or indirect involvement with respect to any transaction You may enter into with Cardholders.
- 1.3. Notwithstanding the foregoing, we may, in our sole discretion, monitor Your use of the InterPayments Solution and disclose such use (including any transaction data, Cardholder information and all other information related to Your business) to the Processing Entities authorized by You for the purpose of engaging in the Transactions contemplated under this Agreement, to law enforcement agencies or other tribunals of competent authority and jurisdiction upon proper inquiry or pursuant to court order or other legal compulsion.

## 2. Definitions

- 2.1. "Account" means the InterPayments account associated with Your business and the InterPayments Solution.
- 2.2. "Agreement" means this InterPayments End-User License Agreement, including all schedules and documents expressly incorporated hereto, as may be amended or supplemented from time to time.
- 2.3. "Cardholder" means the Person whose name is embossed upon the face of a valid credit or debit card used to make purchases of goods or services from You through the InterPayments Solution.
- 2.4. "Cure Period" shall have the meaning set forth in Section 9.2.1.
- 2.5. "Customer Data" means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of you or any affiliate with respect to Transactions processed by the InterPayments Solution, including any and all customer information, customer identification or other customer data, analyses and information and materials resulting from any Transaction processed by use of the InterPayments System pursuant to this Agreement.
- 2.6. "Claims" has the meaning set forth in section 14.5.
- 2.7. "Codes" has the meaning set forth in section 4.3.
- 2.8. "Data Privacy Requirements" shall have the meaning set for in section 6.7. "Documentation" means InterPayments user guides, supporting and promotional materials, technical data and any other documentation or material, on whatever media, related to the InterPayments Solution.
- 2.9. "Fraud Tools" refers to a service that accesses ay large data co-op of shared reputational data on IP addresses, email addresses, shipping addresses, phone numbers, and devices. Each transaction is evaluated against billions of scored transactions from the network, drawing on machine learning as well as years of expert review to provide a numerical score. A threshold score can be established enabling the InterPayments Solution to block a Transaction.
- 2.10. "InterPayments Solution" means collectively and/or individually the Software, Web Portal, and related services.
- 2.11. "Intellectual Property" shall mean any and all intellectual property rights of any kind or nature worldwide, including without limitation (A) patents, copyrights, trade names, trademarks, service marks, trade secrets, inventions, improvements, databases, formulas, technical developments (whether patentable or not), names and logos, trade dress, technology, know-how, licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any Person relating to the foregoing and any other proprietary information whatsoever; and (B) all computer applications, programs and other software in any form, including without limitation, all machine or human-readable source codes, firmware, middleware, all design tools, systems documentation and instructions, databases, and related works.

- 2.12. "Interchange Optimization" is the process of autogenerating the necessary data elements to each Transaction to ensure that applicable credit cards qualify for the lowest possible interchange rates.
- 2.13. "Merchant Application" means the form containing, inter alia, Your business information, merchant account information in connection with Processing Entities and License Fee.
- 2.14. "Mid Optimization" means intelligently routing Transactions based on various logic rules across multiple payment gateways.
- 2.15. "Mobile License Fee" means the amount agreed upon in writing by You and InterPayments or the relevant reseller for utilizing the InterPayments Solution. If such writing does not exist, the Mobile License Fee is \$10 per month for utilizing the InterPayments Solution and an additional \$5 per month for utilizing the QuickBooks Online integration. The Mobile License Fee also includes \$.10 per Transaction, \$.12 per Tokenization Transaction, an additional \$.02 per Transaction when Fraud Tools are activated, an additional .15% and 7 cents when Mid Optimization is activated, and .30% for Interchange Optimization.
- 2.16. "Modify" shall mean the creation of any enhancements, changes, corrections, improvements, translations, adaptations, revisions, developments, upgrades, or updates thereto.
- 2.17. "Operating System" means the operating system software installed on a mobile phone, tablet, or any other similar device compatible with the InterPayments Solution.
- 2.18. "Person" means an individual, partnership, firm, corporation, limited liability company, joint venture, association, trust or other entity excluding any government agency or political subdivision thereof.
- 2.19. "Privacy Policy" means the InterPayments Privacy Policy published on its website as it is in existence and updated or altered from time to time. <https://interpayments.com/privacy-policy/>
- 2.20. "Software" means payment transaction processing application (whether in binary, machine-readable, object code, source code, human readable or any other form, available on any Operating System or other medium, in all its past, current and future versions, including, without limitation, all Updates, Upgrades and Documentation related thereto) developed by and/or for us, which enables You to access the InterPayments Solution.
- 2.21. "Term" has the meaning set forth in Section 9.1.
- 2.22. "Third Party Products and Services" means any and all goods and services (other than the InterPayments Solution), provided to You by any third party, whether directly or indirectly, through or as part of the InterPayments Solution or otherwise, including, without limitation, the card readers, the Mobile Device, Internet provider, the Operating System, third party programs and applications (including those of Processing Entities) that are downloaded, installed and/or used on Client's Mobile Device or computer.
- 2.23. "Third Party Providers" refers to any entity that supplies Third Party Products and Services.
- 2.24. "Transaction" means any credit or debit operation processed through the InterPayments Solution whether successful or failed, complete or incomplete, including without limitation, authorizations, deposits, withdrawals, returns, exchanges, adjustments or other.

- 2.25. "Tokenization" is the process of replacing sensitive data with unique identification symbols that retain all the essential information about the data without compromising its security.
- 2.26. "Processing Entities" refers to any entity which processes Your Transaction or sponsors Your merchant account including but not limited to entities that are parties to Client's merchant processing agreement (e.g., acquiring bank, independent sales organization, processor, payment gateway).
- 2.27. "Update" means modifications to the InterPayments Solution, other than Upgrades, that support new releases of the Operating Systems, bug fixes, workarounds, patches, abridgement, condensation, retrenchment, revision, correction, improvement, enhancement, integration, configuration, customization, expansion, or maintenance updates, as well as changes ensuring increased performance or reliability of the InterPayments Solution, correction of errors, without however substantially altering the functionality of the InterPayments Solution or adding new features thereto.
- 2.28. "Upgrade" means changes or additions to the InterPayments Solution, other than Updates, by which we may introduce new functions or systems improvement to the InterPayments Solution and that or are developed for general release and are generally available for licensing.
- 2.29. "User" means You and/or any other Person authorized by You to use the InterPayments Solution under the terms and conditions of this Agreement.
- 2.30. "User Account" means a sub-account to the Client's Account, created by You for each User in order to enable the latter to use the InterPayments Solution in accordance with this Agreement.
- 2.31. "Web Portal" means the secured website operated by us through which You and other Users manage Users, access reports and use the services and other features described in the Documentation, the whole subject to the terms and conditions of this Agreement.

### 3. ESSENTIAL THIRD PARTIES

- 3.1. You acknowledge and agree that the InterPayments Solution may be incorporated into, bundled with, or dependent upon products and services furnished by Third Party Providers. You hereby authorize InterPayments to bind Licensee to the end-user license agreement proffered by its payment gateway provider(s) for the purpose of establishing Licensee as a customer of its payment gateway provider(s).
- 3.2. Notwithstanding the preceding, under no circumstances will Your obligations under this Agreement be restricted, impaired, invalidated or otherwise affected in any manner whatsoever because of any product or service provided by any Third-Party Providers, whether or not these are incorporated into, bundled with or required by the InterPayments Solution.

### 4. GRANT OF LICENSES/SERVICES

#### 4.1. Software License

4.1.1. Subject to the terms of this Agreement, we hereby grant to You and each authorized User, a limited, non-transferable, non-exclusive, revocable license to execute the InterPayments Solution.

4.1.2. You shall not:

- 4.1.2.1. market, distribute, export, translate, transmit, merge, modify, transfer, adapt, loan, rent, lease, assign, share, sub-license or make available to another Person (save a User) the InterPayments Solution, in any way, in whole or in part without prior approval from InterPayments
  - 4.1.2.2. download, install and/or execute the InterPayments Solution on any electronic device on which the operating system and/or any other software (commonly referred to as "application" or "app") that has been hacked, rooted, jail-broken, altered, adapted or otherwise modified by You or any other Person without the approval of the manufacturer of supplier of such device
  - 4.1.2.3. use the InterPayments Solution on a time-sharing, multiple CPU, or multiple-user arrangement or in conjunction with any service bureau model except to the extent access is granted to only other authorized Users under this Agreement
  - 4.1.2.4. reverse engineer, decompile, or disassemble the InterPayments Solution or electronically transfer it into another language
  - 4.1.2.5. create any derivative works of any part of the InterPayments Solution
  - 4.1.2.6. change or remove any proprietary rights notices or other legal markings which appear in the InterPayments Solution; (vii) disable, alter, or circumvent any security mechanism contained in the InterPayments Solution; or (viii) otherwise use the InterPayments Solution except as contemplated or authorized herein.
- 4.1.3. All rights not expressly granted in this Agreement are reserved by InterPayments.
- 4.2. Web Portal Services
- 4.2.1. Subject to the terms of this Agreement, we agree to provide You access to the Web Portal and related services. Your access to and use of the Web Portal and related services are personal and may only be exercised by You, authorized Users, and their designated representatives. You agree not to resell or allow access to the Web Portal by any other Person without first obtaining the requisite permission in accordance with our procedures.
- 4.3. Account Creation and Management
- 4.3.1. InterPayments will provide You login credentials, user ID and passwords (collectively, "Codes") to a back office. Additional Users may be granted access to the InterPayments Solution by way of sub-accounts. Each such sub-account will (i) consist of the creation of individual Codes and (ii) be subject to all terms of conditions of this Agreement.
  - 4.3.2. You are solely responsible for (i) the establishment and maintenance of procedures to ensure the control and confidentiality of the Codes; and (ii) compliance with any access or identification procedures or security protocols established from time to time by InterPayments.
  - 4.3.3. FAILURE TO PROTECT THE CODES MAY ALLOW UNAUTHORIZED PARTIES TO ACCESS YOUR INTERPAYMENTS ACCOUNT. You will be liable for any unauthorized use or misuse of Client's Codes and access to or unauthorized use of the InterPayments Solution by anyone using Client's Codes. If You believe that any Code or security procedures has or may have become known by an unauthorized person (whether employed by You or not), You

agree to immediately notify InterPayments by telephone and confirm to InterPayments in writing such oral notification within 24 hours.

4.3.4. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE FULLY AND SOLEY LIABLE FOR ALL ACTIVITIES CONDUCTED ON OR VIA THE INTERPAYMENTS SOLUTION UNDER YOUR CODE, INCLUDING BUT NOT LIMITED TO THOSE BY USERS.

4.3.5. You understand that we may, at our sole discretion, refuse to process any Transaction that in our opinion is illegal, violates this Agreement or may otherwise cause harm to either of InterPayments and Processing Entities. We will not be responsible for any damages whatsoever if we refuse to process any such Transaction.

## 5. WARRANTIES

5.1. You represent and warrant that:

5.1.1. all information provided in connection with this Agreement is true, complete, and properly reflects Client's business, its operations, and principals

5.1.2. You have the power to execute, deliver and perform this Agreement, and that You are duly authorized and will not violate any provisions of law or conflict with any other agreement to which You are subject

5.1.3. You are duly authorized to do business in all jurisdictions in which Client's business requires authorization

5.1.4. if other than a sole proprietorship, you are duly organized and in good standing under the laws of the place of Client's organization

5.1.5. You will use the InterPayments Solution solely for the purposes allowed under Client's merchant agreement with Processing Entities

5.1.6. You will fully comply with the terms of such merchant agreement with Processing Entities

5.1.7. You will not engage in any factoring with respect to the receivables generated by the Transactions

5.1.8. You will not, under any circumstances, abuse or fraudulently use the InterPayments Solution or permit or assist others (including Cardholders) in doing so.

5.2. InterPayments represents and warrants that:

5.2.1. it is and throughout the Term will remain the sole and exclusive legal and beneficial owner and will retain exclusive control (by ownership, license or otherwise) of the entire right, title, and interest in and to the InterPayments Solution, including all intellectual property rights relating thereto

5.2.2. it has and throughout the Term will retain the unconditional and irrevocable right, power, and authority to grant and perform the license hereunder; and

5.2.3. when used by You or any authorized User in accordance with this Agreement, the InterPayments Solution does not or will not infringe, misappropriate, or otherwise violate any

intellectual property right or other right of any third party or fail to comply with any applicable laws and regulations.

## 6. COMPLIANCE WITH LAWS AND RULES

- 6.1. You agree to comply with all rules and regulations of Visa, MasterCard, Discover, JCB, American Express, and all other such card associations, as they may exist from time to time, and the rules of any debit network or governmental agency having jurisdiction over the subject-matter of this Agreement or the performance of services or use of the InterPayments Solution (“Rules”).
- 6.2. In the event of any inconsistency between any provision of this Agreement and the Rules, the Rules shall govern.
- 6.3. You agree, upon notice, to accept and abide by any amendments or revisions of the Rules.
- 6.4. You will comply with all applicable federal and provincial laws and regulations in any of Client’s dealings with respect to the InterPayments Solution.
- 6.5. Each party represents, warrants and covenants to other that they are and will remain throughout the term of this Agreement, in compliance with obligations pertaining to the collection, use, disclosure, and retention of Cardholder information, including, data security, data integrity and the safeguarding of such information as set out in the Data Privacy Requirements in effect and as may be amended, supplemented or replaced as well as the Privacy Policy of InterPayments as in force from time to time.
- 6.6. You agree to maintain appropriate administrative, technical, and physical safeguards for the gathering and transmittal of all Cardholder information (i.e., any non-public, personally identifiable information about a Cardholder) and InterPayments agrees to maintain appropriate administrative, technical, and physical safeguards for the processing of all such Cardholder information within or by the InterPayments Solution.
- 6.7. For the purposes of this Section, the term “Data Privacy Requirements” refers to all applicable laws and Rules relating to privacy, such as the Personal Information Protection and Electronic Documents Act, card association bylaws, operating regulations and rules regarding data security, data integrity and the safeguarding of Cardholder information, including the Payment Card Industry Data Security Standard and similar card association programs, the GDPR in the European Union where applicable, as well as any other reasonable requirements we provide from time to time.

## 7. FEES AND PAYMENT TERMS

- 7.1. You agree that InterPayments may debit your bank account for the Mobile License Fees as described in your Merchant Services Agreement. You agree that InterPayments may collect any Mobile License Fees it pays associated with any rejected payment or any other amount owed by You.
- 7.2. You acknowledge that we may waive the right to collect the Fees for any given period of time.
- 7.3. Where applicable, you shall pay all required state, provincial and local sales or use taxes, duties, levies and similar charges, as well as any related interest and penalties, unless You have furnished us with a certificate of exemption.

7.4. In the event that You wish to dispute any Mobile License Fee paid, you must notify InterPayments of the dispute within ninety (90) days of the date of the invoice. Failure to provide such notice, shall result in Your foregoing the right to dispute the amount thereof.

## 8. CHANGES, UPDATES AND UPGRADES

### 8.1. Availability and Discontinuance

8.1.1. We reserve the right, at our sole discretion, to discontinue the sale, distribution and/or support of the InterPayments Solution at any time, and/or to introduce new versions thereof.

8.1.2. Where practicable, we will endeavor to advise You in advance of any such discontinuance of sale, distribution, or support of any of the foregoing.

8.1.3. You acknowledge and agree that we will not be liable for any losses, fees, damages, charges, or penalties whatsoever if we discontinue the sale, distribution, or support of the InterPayments Solution after compliance with Section 8.1.2.

### 8.2. Updates and Upgrades

8.2.1. We reserve the right, at our sole discretion, to issue and make available Updates and/or Upgrades for the InterPayments Solution.

8.2.2. We will endeavor to notify You when any such Update or Upgrade becomes available.

8.2.3. It may be necessary for You to download and install the Updates and Upgrades in order to continue accessing and using the InterPayments Solution. Except if expressly provided otherwise in writing, the terms and conditions of this Agreement shall apply to all Updates and Upgrades made available to You.

8.2.4. If the InterPayments Solution is labeled as an upgrade, you must be properly licensed to use a product identified by InterPayments as being eligible for the upgrade in order to use the InterPayments Solution. Except if You have acquired a direct Upgrade, the InterPayments Solution labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for Your eligibility for the upgrade and following the upgrade You may use the resulting InterPayments Solution only in accordance with the terms of this Agreement.

## 9. TERM, SUSPENSION AND TERMINATION

9.1. This Agreement shall become effective only upon activation of Your Account and will continue in effect for approximately 30 days unless terminated earlier in accordance with the section immediately below (the "Term"). Unless either party gives 3 days' prior written notice, this Agreement will automatically renew for 30 days.

9.2. In addition to any other express termination right set forth elsewhere in this Agreement, Subject to Your license rights contained in Section 4, which rights shall remain irrevocable by InterPayments during the Term, Either party may terminate this Agreement or suspend any services related to the InterPayments Solution upon the other party having violated any provision of this Agreement and failed to cure such breach to the non-breaching party's reasonable satisfaction within five (5) days (the "Cure Period") after receiving a notice of breach.



9.3. You may terminate this Agreement for convenience, upon providing us three (3) days' written notice, in the case of termination, one-day written notice, in the case of a suspension of services.

9.4. Effect of Termination: Upon any termination of this Agreement

9.4.1. All licenses hereunder granted shall terminate, and You (including You all Users) shall immediately cease using the InterPayments Solution.

9.4.2. You shall return to us or destroy, at our option, all copies of the InterPayments Solution, any Documentation, as well as any other InterPayments Property in Your possession.

9.4.3. You will have no right to access or use the InterPayments Solution.

9.4.4. You shall forthwith pay all sums owing to InterPayments hereunder.

9.4.5. InterPayments shall provide reasonable cooperation and assistance to You, upon your written request and at Your expense, in transitioning the terminated services to an alternate service provider.

9.4.6. Nothing in this Section 9 shall limit the rights, remedies available to either party at law, in equity or otherwise.

## 10. Ownership and Intellectual Property

10.1. All title and Intellectual Property Rights in and to the InterPayments Solution are owned by us or our suppliers, subject only to the limited rights and licenses granted herein to You.

10.2. Nothing contained in this Agreement shall be construed as conferring to You any title or rights to the InterPayments Solution, whether by estoppel, implication, waiver, or otherwise.

10.3. As between You, on the one hand, and InterPayments, on the other hand, you reserve and retain, sole and exclusive ownership of all right, title, and interest in and to the Customer Data, including, but not limited to, the identification of all customers and any data or contact information resulting from the Transactions which generated such Customer Data. The Customer Data is Your Confidential Information, and InterPayments does not have and will not (i) have, acquire, or claim any right, title, or interest in or to any Customer Data as a result of this Agreement; and (ii) have any right or license to, and shall not, use any Customer Data except solely as and to the extent necessary to perform the services contemplated by this Agreement.

## 11. INDEMNIFICATION

11.1. You hereby agree and undertake to defend, indemnify, and hold us harmless from and against any and all claims, losses, judgments, damages, costs, expenses, charges, fees (including without limitation reasonable attorneys' fees), penalties, tax and duty assessments, interest and prejudices arising out of any action, claim, lawsuit, audit, inquiry or any other proceeding brought by any third party in connection with, arising from or related to:

11.1.1. any improper or otherwise prohibited use of the InterPayments Solution.

11.1.2. any error, mistake, inaccuracy in the content provided to InterPayments or to any Processing Entity, regardless of the medium of such communication; (iii) any fines, sanctions, penalties or fees that may be levied or imposed by any third party against us the respect to

Your gross negligence or willful misconduct; (iv) violation or failure by You to comply with any law, regulation, rule, industry standard, security standard, or card association policies and programs; (v) any third party access and/or use of the InterPayments Solution through Client's Account and/or Client's User Accounts; (vi) Any breach of this Agreement by You that remains uncured after expiration of the Cure Period provided in Section 9.2.1; or (vii) Any breach of any Privacy Policy or applicable Privacy Laws.

- 11.2. InterPayments hereby agree and undertake to defend, indemnify and hold You harmless from and against any and all claims, losses, judgments, damages, costs, expenses, charges, fees (including without limitation reasonable attorneys' fees), penalties, tax and duty assessments, interest and prejudices arising out of any action, claim, lawsuit, audit, inquiry or any other proceeding brought by any third party in connection with, arising from: (i) any action by a third party (other than an affiliate of You) to the extent that the InterPayments Solution, or any use of the InterPayments Solution, in accordance with this Agreement infringes any intellectual property rights; (ii) any fines, sanctions, penalties or fees that may be levied or imposed by any third party against You with respect to InterPayments' gross negligence or willful misconduct; (iii) violation or failure by InterPayments to comply with any law, regulation, rule, industry standard, security standard, or card association policies and programs; or (iv) any breach of this Agreement by InterPayments that remains uncured after expiration of the Cure Period provided in Section 9.2.1.

## 12. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 12.1. YOU ACKNOWLEDGE AND AGREE THAT THE INTERPAYMENTS SOLUTION IS MADE AVAILABLE TO YOU AND ARE FURNISHED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND ERRORS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAWS AND REGULATIONS, THEY ARE MADE AVAILABLE AND FURNISHED WITHOUT ANY REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND (WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, CONTRACTUAL, EXTRA-CONTRACTUAL, DELICTUAL, LEGAL, STATUTORY, OR IN TORT, WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE CONDUCT OR COMMUNICATIONS (WHETHER ORAL, WRITTEN OR OTHERWISE) BETWEEN YOU AND INTERPAYMENTS, OR WHETHER ARISING AS A RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE), AND WITHOUT ANY WARRANTIES AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A GENERAL PURPOSE, QUALITY, WORKMANSHIP, HIDDEN DEFECTS, SECURITY, DELIVERY, GOOD STATE OF REPAIR, OBLIGATION TO REPAIR, MAINTAIN, UPDATE OR UPGRADE, OR OTHERWISE, IN EACH CASE WITH RESPECT TO THE INTERPAYMENTS SOLUTION AND ANY OTHER INTERPAYMENTS PROPERTY. THE USE OF THE INTERPAYMENTS SOLUTION IS AT YOUR OWN RISK.
- 12.2. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE FURTHER DENY AND DISCLAIM ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, (I) WITH REGARD TO ANY PROPERTY DAMAGE OF ANY NATURE WHATSOEVER AS THE RESULT OF YOUR ACCESS TO OR USE OF INTERPAYMENTS SOLUTION, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM ANY MALWARE, SPYWARE, VIRUSES, TROJAN HORSES, SPAM, "TRAP DOOR," "TIME BOMB," OR "LOGIC BOMB" MECHANISMS OR ANY OTHER HARMFUL MECHANISMS OR COMPONENTS THAT MAY BE TRANSMITTED TO YOU THROUGH THE USE OF OR YOUR ACCESS TO THE INTERPAYMENTS SOLUTION AND/OR RELATED SERVICES, (II) WITH REGARD TO THE SECURITY AND THE AVAILABILITY OF THE INTERPAYMENTS SOLUTION, (III) WITH REGARD TO ANY BREACH AND/OR UNAUTHORIZED ACCESS OR USE OF OUR SECURE SERVERS AND/OR OF ANY INFORMATION THEY MAY CONTAIN; (IV) CONCERNING THE PERFORMANCE, OPERATION OR FUNCTIONALITY OF THE INTERPAYMENTS SOLUTION, (V) THEIR FITNESS FOR USE BY YOU, OR THAT THEY WILL PERFORM OR FUNCTION

APPROPRIATELY OR PRODUCE A DESIRED RESULT, OR WILL MEET YOUR REQUIREMENTS OR ANY OTHER REQUIREMENTS, OR THAT THEY WILL SATISFY YOUR OR ANY PARTICULAR BUSINESS, TECHNOLOGICAL, SERVICE OR OTHER NEEDS OR REQUIREMENTS, (VI) THAT THEY WILL BE OFFERED FREE OF ERRORS, FLAWS, BUGS OR INTERRUPTIONS, (VII) THAT THEY ARE COMPATIBLE OR OPERATE IN COMBINATION WITH OR WHEN USED IN CONJUNCTION WITH ANY THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES, SOFTWARE (INCLUDING BUT NOT LIMITED TO CERTAIN OPERATING SYSTEMS), HARDWARE (INCLUDING BUT NOT LIMITED TO CARD READERS), SYSTEMS, NETWORKS, EQUIPMENT OR PAYMENT CARDS, (VII) THAT ANY DEFECTS, PROBLEMS, BUGS OR ERRORS OF THE INTERPAYMENTS SOLUTION COULD BE OR WILL BE DETECTED AND/OR CORRECTED, (VIII) THAT THE CONTENT OF THE INTERPAYMENTS SOLUTION WILL BE FREE OF ERRORS, MISTAKES OR INACCURACIES;

- 12.3. YOU ACKNOWLEDGE AND AGREE THAT ALL THIRD-PARTY PRODUCTS AND SERVICES (INCLUDING BUT NOT LIMITED TO THOSE PROVIDED BY PROCESSING ENTITIES) ARE NOT PROVIDED TO YOU BY US. INTERPAYMENTS SHALL HAVE NO LIABILITY WHATSOEVER TOWARDS YOU, USERS, CARDHOLDERS OR ANY OTHER PERSON WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES (INCLUDING, WITHOUT LIMITATION THE PROCESSING ENTITIES), EVEN IF SUCH PRODUCTS OR SERVICES ARE PROVIDED, FURNISHED OR MADE OTHERWISE AVAILABLE THROUGH OR AS PART OF THE INTERPAYMENTS SOLUTION. WE DO NOT ENDORSE OR MAKE ANY REPRESENTATIONS OR OFFER ANY WARRANTIES WITH REGARD TO ANY SUCH THIRD-PARTY PRODUCTS AND SERVICES, THEIR CONTENT OR ANY DOCUMENTATION OR MARKETING MATERIAL ASSOCIATED THEREWITH.
- 12.4. EXCEPT WITH RESPECT A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER SECTION 11 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, GENERAL, AGGRAVATED, PUNITIVE, TREBLE OR EXEMPLARY LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS, LOST GOODWILL, FAILURE TO REALIZE EXPECTED SALES OR SAVINGS, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR (II) ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR RESULTING FROM ANY AND ALL SECURITY FLAWS, HACKING, ALTERING OR ANY OTHER SOURCE OF UNAUTHORIZED ACCESS OR USE OF THE INTERPAYMENTS SOLUTION, OUR SYSTEMS, SERVERS AND/OR YOUR ACCOUNT, INCLUDING ANY INFORMATION CONTAINED THEREIN, OR (III) ANY DAMAGES, LOSSES, COSTS, EXPENSES OR FEES, IF YOU (INCLUDING ANY USER), DOWNLOAD, INSTALL AND/OR EXECUTE THE INTERPAYMENTS SOLUTION ON ANY MOBILE PHONE, TABLET OR ANY OTHER SIMILAR DEVICE (AS THE CASE MAY BE) ON WHICH THE OPERATING SYSTEM AND/OR ANY OTHER SOFTWARE HAS BEEN HACKED, ROOTED, JAIL-BROKEN, ALTERED, ADAPTED OR OTHERWISE MODIFIED BY YOU OR ANY PERSON OTHER THAN THE CARRIER OR THE MANUFACTURER OF SUCH DEVICE.
- 12.5. EXCEPT WITH RESPECT A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER SECTION 11 ABOVE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF INTERPAYMENTS FOR ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, REQUESTS, DISPUTES, DISAGREEMENTS, ARBITRATION PROCEDURES, LAWSUITS, JUDGMENTS, DAMAGES, COSTS, EXPENSES, CHARGES, FEES, PENALTIES, ASSESSMENTS, INTEREST, PREJUDICES OR LOSSES (INDIVIDUALLY OR COLLECTIVELY, "CLAIMS") IN RELATION TO OR ARISING UNDER THIS AGREEMENT, THE INTERPAYMENTS SOLUTION, OR ANY OTHER PRODUCTS OR ANY SERVICES (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, STRICT OR STATUTORY LIABILITY, EXTRA-CONTRACTUAL OR DELICTUAL LIABILITY, TORT

(INCLUDING NEGLIGENCE), EXCEED THE AGGREGATE AMOUNT PAID BY YOU FOR INTERPAYMENTS SOLUTION FEES (AND EXCLUDING ANY AND ALL OTHER FEES).

12.6. NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN THREE MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS AGREEMENT, A CAUSE OF ACTION WILL BE DEEMED TO HAVE ACCRUED WHEN YOU KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

### 13. Dispute Resolution and Governing Law

13.1. Exclusivity of Arbitration: Each of the parties agree that all issues, claims, and disputes arising from or related to this Agreement (including with third parties who are not parties to this Agreement) shall be referred to and be determined by private, confidential arbitration in San Francisco, California before a single arbitrator chosen by the parties at their joint cost.

13.2. Waiver of Class Actions: Notwithstanding any other provision, you hereby irrevocably waive any and all rights to commence or participate in any class action against us and/or any of our suppliers.

13.3. Governing Law: The provisions of this Agreement and the rights of the parties hereunder shall be governed by, interpreted, construed, applied, and enforced in accordance with the laws of the California.

13.4. No Waiver: Any waiver of, breach, non-compliance, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

13.5. Severability: Should any provision of this Agreement be found to be invalid or unenforceable, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision, and such invalid provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.

### 14. Independent Contractors

14.1. You and InterPayments acknowledge that InterPayments is an independent contractor and that You and InterPayments shall not be considered to be in an employee-employer, partnership, or principal-agent relationship.

### 15. Assignment

15.1. You shall not assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without our prior written consent, which consent may not be unreasonably withheld. We may assign or delegate this Agreement, in whole or in part.

### 16. Force Majeure

16.1. Neither Party will be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other

cause beyond the control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses the commercially reasonable efforts to cure the delay. In the event of Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure, but not exceeding one (1) month. Force Majeure, however, will not apply to or delay any obligation to make payments required by this Agreement for more than twenty (20) days.

#### 17. Notices and Communication

- 17.1. All written notices and other communications required or permitted under this Agreement can be sent by email or mail. For email, send to InterPayments at [support@InterPayments.com](mailto:support@InterPayments.com) and we will send to Client at the address that you previously provided.
- 17.2. Any notice or other communication shall be deemed to be deemed given and received: (a) if sent by email or posted, on the date it is transmitted or posted; (b) if sent by registered mail, on the fifth business day following its mailing; and (c) if sent by courier, on the day of delivery.

#### 18. Updates

- 18.1. In its sole and absolute discretion, InterPayments reserves the right to change the contents of the Terms of Service without notice to you. Use of the InterPayments Solution after any such change shall constitute your consent to such changes.

#### 19. ACH Authorization

- 19.1. You hereby authorize InterPayments to present automated clearing house (ACH) debits and credits to the checking account you previously provided in the amount of fees and other payments due under this Agreement.
- 19.2. This authorization is to remain in full force and effect until InterPayments has received written notification of its termination, in such time and in such manner as to afford InterPayments a reasonable opportunity to act on it and all obligations due InterPayments under the Agreement have been paid in full. If the bank account is closed, you will notify InterPayments and this authorization, in any event, will apply to the new account.

#### 20. Entire Agreement

- 20.1. This Agreement and any schedules or other documents referred to herein, constitutes the entire agreement between the parties hereto with respect to the InterPayments Solution, and supersedes all prior written or oral agreements, representations, and other communications between the parties, and shall inure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.

End of END-USER LICENSE AGREEMENT.

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