

CARD PROGRAM SERVICES

**Terms and
Conditions (Merchant
Agreement)**

the attachment, perfection or priority of the security interests granted herein is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Georgia, then Provider will have all rights afforded under the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions relating to such attachment, perfection or priority of the security interests, as well as any other applicable law.

- 17.2 Upon request of Provider, Merchant will execute one or more financing statements or other documents to evidence the security interests granted to Provider under this Section 17. Merchant shall cooperate with Provider in obtaining any control agreement or similar agreement with a depository bank necessary to perfect the security interests granted herein. In addition, Merchant agrees that its signature on the Application will be considered Merchant's signature agreeing to any control agreement as defined in Article 9 of the Uniform Commercial Code among Merchant, Provider and any other financial institution under which Provider, Merchant and any other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other deposit account without further consent by Merchant.

18. Customer Claim

- 18.1 To the extent that Provider has paid or may pay a Chargeback or Credit Voucher, Merchant will be obligated to reimburse Provider for any sums Provider pays. If Merchant does not reimburse Provider, Provider will have all of the rights and remedies of Cardholders. Provider may assert any claim on behalf of a Cardholder individually or on behalf of all Cardholders as a class.

19. Indemnification; Limitation of Liability; Warranty

- 19.1 Merchant agrees to indemnify Provider, including their officers, directors, employees, and agents against and to hold them harmless from any and all claims and demands of any party arising from or based upon any act or omission of Merchant, Merchant's employees, Merchant's designated representatives or agents, or Merchant's Merchant Servicers in connection with or arising out of this Agreement, the duties to be performed by Merchant pursuant to this Agreement, any Transactions which Merchant submits to Provider, or Merchant's violation of the Operating Rules or any applicable law. In the event that Provider shall be made a party to any litigation, proceeding, arbitration, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Merchant shall protect and hold Provider harmless from and with respect to the Actions and shall pay all costs, expenses, and attorney's fees incurred or paid in connection with the Action, together with any judgments rendered. Merchant shall indemnify, defend, and hold harmless Provider for any hacking, infiltration, or compromise of Merchant's systems or the systems of Merchant's Merchant Servicers, designated representatives, or other agents.
- 19.2 Provider will not accept responsibility for errors, acts, or failure to act by others, including but not limited to, agents, third party suppliers of software, equipment or services; or, banks, communication common carriers, data processors or clearinghouses through which Transactions may be passed, originated and/or authorized. Provider will not be responsible for any loss, liability or delay caused by fires, earthquakes, war, civil disturbances, power surges or failures, acts of governments, acts of terrorism, labor disputes, failures in communication networks, legal constraints or other events beyond the reasonable control of Provider. Provider undertakes no duties to Merchant other than the duties expressly provided for in this Agreement, and any and all other or additional duties that may be imposed upon Provider in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. In any event, Provider's cumulative liability to Merchant, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall not exceed the lesser of \$10,000 or, an amount equal to the aggregate of monthly net Processing Fees paid by Merchant in the three (3) month period prior to the month that the incident giving rise to liability occurred.
- 19.3 IN NO EVENT SHALL PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY

DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR PROVIDER WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

20. Notices

- 20.1 Except to the extent oral or electronic notice is explicitly authorized herein, each notice required by this Agreement will be in writing and will be effective when delivered, addressed to Merchant Bank at the address designated on the Application, to Processor at the address designated on the Application and to Merchant at Merchant's address designated in the Application, or at such other address as any party may provide by written notice to the other parties. Any address Merchant designates will also be the address to which Provider mails Merchant's statements, if a mailed statement is required. Otherwise, Merchant's statements are made available to Merchant by Processor through Processor's website. Delivery by facsimile transmission will be considered effective when the sender receives electronic confirmation of the transmission.

21. Georgia Law; Jurisdiction; Venue

- 21.1 This Agreement is governed by Georgia law, without reference to conflicts of law provisions. Any action or proceeding to which Merchant or any Guarantor is a party and which relates in any way to this Agreement may be brought and enforced in the courts of Fulton County in the State of Georgia or of the United States for the Northern District of Georgia, subject to Section 22.2 hereunder. Any such process or summons in connection with any such action or proceeding may be served by mailing a copy thereof by certified or registered mail, or any substantially similar form of mail, addressed to Merchant as provided for notices hereunder.

22. Attorney Fees; Arbitration

- 22.1 Merchant and/or Guarantor will be liable for and will indemnify and reimburse Provider for all attorneys' fees and other costs and expenses paid or incurred by Provider in the enforcement of this Agreement or in matters relating to this Agreement, in collecting any amounts due from Merchant to Provider, or arising from any breach by Merchant of this Agreement, or any other wrongdoing by Merchant or Guarantor.
- 22.2 Any controversy or claim between or among the Merchant and/or any Guarantor, on the one hand, and Processor and/or Merchant Bank, on the other hand, including, but not limited to, those arising out of or relating to this Agreement or any agreements or instruments relating hereto and any claim based on or arising from an alleged tort, shall at the request of a party be determined by arbitration. The arbitration shall be conducted in Atlanta, Georgia in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and rules of the American Arbitration Association then in effect. Each party may serve a single request for production of documents. If disputes arise concerning these requests, the arbitrators shall have sole and complete discretion to determine the disputes. The arbitrators shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrators. The arbitrators shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for the decision. Judgment upon the decision rendered by the arbitrators may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either party to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

23. Continuing Guaranty

- 23.1 As a primary inducement to Provider to enter into this Agreement, and to approve the Application of Merchant, the Guarantor(s), individually and severally, who signed (including any electronic signature) on the Guarantor signature line(s) on the Application, agree to be bound by all

obligations to Provider under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its Principals and Provider, as such agreements now exist or are amended from time to time, with or without notice to Guarantor(s).

- 23.2 Merchant and Guarantor(s) further agree to be bound by the terms and provisions of any agreement between Provider and any Merchant Affiliate, regardless of whether such agreement currently exists or is executed, amended or supplement at some future date. Merchant and Guarantor(s) unconditionally and irrevocably guarantee the full payment and performance of each and all duties and obligations owed to Provider by Merchant Affiliate pursuant to any agreement between Provider and any Merchant Affiliate. The provisions of Section 23.3 apply to the guarantee by Merchant and Guarantor(s) of the Merchant Affiliate's obligations to Provider under any agreement between Provider and any Merchant Affiliate.
- 23.3 Guarantor(s) understands that Provider, without notice to Guarantor(s), may from time to time renew or extend the Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Provider may proceed directly against Guarantor(s) without first exhausting Provider's remedies against the Merchant, any other person or entity responsible to Provider or any security held by Provider. This Guaranty is a continuing guaranty and will not be discharged or affected by the release or discharge of Merchant or the death of the Guarantor(s). This Guaranty will bind all heirs, administrators, and representatives of the Guarantor(s) and may be enforced by or for the benefit of any successor of Provider. To the fullest extent permissible under applicable law, Guarantor(s) waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, all other rights and defenses available to Merchant, and all other rights and defenses available to Guarantor(s).

24. Merchant Taxpayer Certification and Processor's Reporting Obligations

- 24.1 Pursuant to 26 USC 6050W, Processor is a "payment settlement entity", obligated to collect and report certain taxpayer information to the United States Internal Revenue Service. Therefore, in conjunction with the execution of this Agreement, Merchant shall provide Processor with the appropriate taxpayer certification documentation. Merchant shall promptly notify Processor if there are any changes in this information. Processor may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this Agreement where required under applicable law. Processor may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of Processor hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from Processor.

25. Final Agreement; Effective Date

- 25.1 This Agreement is the complete and final agreement between Merchant and Provider for the Services covered by this Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements. If any provision of this Agreement is invalid or unenforceable, the other provisions remain effective. This Agreement becomes effective upon the first to occur of (a) the date on which the Application is signed and approved by Processor and Merchant Bank, or (b) the date on which Processor and Merchant Bank process the first Transaction (which may be a test Transaction) for Merchant.

26. Definitions

Capitalized terms used in this Agreement have the meaning provided in this Section 26. Capitalized terms not otherwise defined in this Agreement may be found in the Operating Rules.

"Acceptance" is the process by which Merchant allows a Card or

electronic debit or credit entry to be used by a Cardholder as a means of payment.

"ACH" means the Automated Clearing House Network.

"ACH Rules" means, collectively, the National Automated Clearing House Association ("NACHA") Operating Rules and NACHA Operating Guidelines, as the same are amended from time to time.

"Address Verification Service" (AVS) is a Card fraud prevention tool designed for mail order, telephone order and electronic commerce (internet) merchants and other electronic Transactions. Use of AVS is not a guarantee that a Transaction is valid.

"Adjustment" is one or more transactions involving a Credit Voucher, a Chargeback, or a correction to the Settlement Account resulting from a Transaction processing error, or from Merchant's failure to follow the Operating Rules.

"Agreement" means the Application and the Merchant Agreement among Merchant, Processor and Merchant Bank, including the appendices, addenda, schedules and FEE SCHEDULE incorporated thereto, as amended from time to time as provided therein.

"American Express" means American Express Travel Related Services Company, Inc., its affiliates, successors or assigns.

"Application" is the Application for Merchant Agreement that Merchant completed and signed (including any electronic signature) and which is subsequently individually accepted by both Processor and Merchant Bank by execution or as otherwise provided herein.

"Authorization" is the process whereby Merchant in compliance with the Operating Rules for each Card obtains approval of a Transaction from the Card Issuer. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested.

"Authorization Code" is a message obtained through the Card Networks' Authorization networks that informs Merchant that a Transaction has been approved.

"Batch" is a term that collectively refers to Transactions delivered for processing in a file and processed within a given period of time, usually daily.

"BIN" is the Bank Identification Number or Interbank Card Association Number, as applicable, which is a number assigned to a Card Issuer that is used for Card issuing, Authorization, clearing, and settlement processing.

"Business Day" is Monday through Friday excluding Merchant Bank holidays. Each Business Day ends at the cut-off time specified by Merchant Bank. Transactions submitted for processing on a holiday, weekend, or after the cut-off time are treated as received the following Business Day.

"Card" is any Visa-branded, MasterCard-branded or American Express-branded Credit and Business Cards or Debit Cards, private-label credit card, ATM/debit Card, or any other card issued by a member of a Card Network which Provider may at any time specify in writing as an additional Card payment option available to Merchant (See also "Valid Card").

"Card Not Present" or "CNP" is a Transaction wherein neither the Cardholder nor the Card is physically present at the Point of Sale. Mail order and telephone order (MO/TO), electronic commerce and Preauthorized Transactions are collectively referred to as "CNP Transactions".

"Card Program" is one or more programs of financial service Cards honored by Merchants and financial institutions for presentment and collection of Cardholder indebtedness.

"Cardholder" is the person issued a Card and a corresponding account by a Card Issuer. "Cardholder" is sometimes referred to as "Cardmember" or "Card Member" in some of the Card Network materials.

"Cardholder Account" is the account of a Cardholder as represented by a Card.

"Card Network" means any entity formed to administer and promote Cards, including, without limitation, Visa, MasterCard, Discover, American Express, other credit and debit card providers, Debit

Networks, and gift card and other stored value and loyalty program providers. Card Network also includes the Payment Card Industry Security Standards Council.

"Card Issuer" is the institution authorized by a Card Network to issue Cards to Cardholders and that has issued a Card presented to Merchant for a Transaction or Credit Voucher.

"Card Verification Value (CVV)/Card Validation Code 2 (CVC2)/Card Identification Data (CID)" is a unique value encoded on the Magnetic Stripe of a Card used to validate Card information during the Authorization process.

"Card Verification Value 2 (CVV2)/Card Validation Code 2 (CVC2)/Card Identification Data (CID)" is a code derived by the Card Issuer and printed on the reverse side of a Card. The CVV2/CVC2/CID is used to deter fraudulent use of an account number in a CNP Transaction.

"Charge" is the evidence of an obligation of a Cardholder arising from a Transaction with Merchant which is submitted by Merchant in paper or electronic form to Provider for processing through a Card Network's interchange system so that payment may be made to Merchant and the amount of the Transaction posted to the Cardholder Account. A Charge also may be referred to as a "Charge Record," "Sales Draft" or "Sales Slip."

"Chargeback" is a return of a Transaction to Merchant, typically initiated by a Cardholder through a Card Issuer, for transmittal to and payment by Merchant under Operating Rules.

"Confidential Information" includes (i) information about operations, technology, employees, products or services, sales, clients, customers, pricing, business or marketing plans of Provider or their affiliates; (ii) any technical information, design, process, procedure, or enhancement that is commercially valuable over Provider's competitors; and (iii) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, databases, inventions, know-how, and trade secrets, whether or not patentable or copyrightable.

"Credit and Business Cards" are any Visa-branded or MasterCard-branded Cards that are adopted by Visa or MasterCard for use in connection with their consumer credit and charge Card Programs, any Visa-branded or MasterCard-branded business, corporate, or commercial Card (includes business, corporate and public sector credit, charge or debit Cards), and any other Visa-branded or MasterCard-branded Card that is not defined as a Debit Card.

"Credit Voucher" is the evidence of a partial or total refund of a Transaction submitted by Merchant to Provider in paper or electronic form for processing through a Card Network interchange system so that credit may be made to a Cardholder Account. A Credit Voucher may also be referred to as a "Credit Slip".

"Debit Cards" are Visa-branded or MasterCard-branded consumer Cards issued by U.S. Card Issuers that when presented for payment, access, debit, hold or settle funds from a consumer's demand deposit, investment or other asset account. Examples of Debit Cards include: Visa Classic, Gold and Platinum Check Cards; Visa Check Card II Check Cards; Visa Buxx Cards; Visa Payroll Cards; Visa Gift Cards; and MasterCard Standard, Gold, and Platinum debit Cards.

"Debit Network" is an online data processing system used to support PIN based Debit Card Transactions.

"Discover" means Discover Financial Services or its successors or assigns.

"Initial Term" will have the meaning set forth in Section 14.1 of the Merchant Agreement.

"Installment Billing Transaction" is a single purchase of goods that is divided into two or more installment payment transactions made in a Card Not Present environment.

"Magnetic Stripe" refers to a stripe of magnetic information affixed to the back of a plastic credit or debit Card. The magnetic stripe

contains essential Cardholder and account information.

"MasterCard" means MasterCard International Incorporated, doing business as MasterCard Worldwide, or its successors or assigns.

"Merchant" means the legal entity identified in the Application.

"Merchant Affiliate" is any entity or account designated as "affiliated" on the Application and, in addition, any person or entity which is owned or controlled, in whole or in part, by Merchant or any of Merchant's principal business owners identified in the Application ("Principals").

"Merchant Bank" is the merchant acquiring sponsor bank first identified above.

"Merchant Outlet" is a location where Merchant accepts Transactions.

"Merchant Identification Number (MID)" is the identification number assigned to Merchant by Provider for the purposes of participation in the Services. Merchant may be assigned multiple MIDs.

"Merchant Servicer" means any contractor, agent, hardware provider, software provider or service provider who is engaged directly or indirectly by Merchant or who otherwise acts for or on behalf of Merchant in connection with Merchant's Acceptance of Cards or the submission of Transactions or Credit Vouchers to Provider, or who otherwise assists Merchant in the performance of Merchant's obligations under this Agreement, and includes without limitation any "Agent", "Merchant Servicer", "Third Party", "Merchant Processor", "Data Storage Entity", "Payment Service Provider", "Internet Payment Service Provider", or "Payment Facilitator" or "Internet Payment Facilitator" who acts for or on behalf of Merchant within the meaning of the Operating Rules, and any other person or entity who will store, transmit, process, or otherwise have access to, any Cardholder or Transaction data in connection with Merchant's performance of Merchant's obligations under this Agreement.

"On-line Debit Card Transaction" is a Debit Card Transaction between the Merchant and the Cardholder that is initiated with a Debit Card that is processed through a Debit Network, and that requires entry of a Cardholder's personal identification number ("PIN") during the transaction process.

"Operating Rules" are relevant portions of Operating Regulations, Operating Manuals, Official Rules, Bulletins, Notices, and similar documents issued by Card Networks, Debit Networks, Merchant Bank or Processor. (Merchant acknowledges that MasterCard has published a "Rules Manual" and a "Chargeback Guide", which are available at the MasterCard web site; and that Visa has published a public version of the "Visa Core Rules and Visa Product and Services Rules" and a "Card Acceptance Guidelines for Visa Merchants" and a "Chargeback Management Guidelines for Visa Merchants", which are available at the Visa website). Merchant represents, warrants and agrees that Merchant has accessed each of these documents, and that Merchant will at all times continue to maintain the capability to access, and will access, each of these documents as in effect from time to time, including any changed versions thereof as may be published from time to time by the applicable Card Network. In the event there shall be any inconsistency between any such published version of a Card Network's Operating Rules and the version made applicable to Merchant Bank from time to time by the applicable Card Network, the version made applicable to Merchant Bank from time to time by the applicable Card Network shall control to the extent of the inconsistency. The Operating Rules, as in effect from time to time, are incorporated herein by this reference. References herein to any particular sections of any Operating Rules of a Card Network, are deemed to include any future changed, supplemented and/or re-numbered versions of those sections, when and as made effective from time to time by the applicable Card Network.

Merchant may find the Visa Operating Rules at: <https://usa.visa.com/support/small-business/regulations-fees.html>

Merchant may find the MasterCard Operating Rules at: <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>.

"Point of Sale" or "POS" is each Merchant Outlet where Merchant and Cardholder can jointly complete a Transaction or Credit Voucher in connection with the Cardholder's purchase of goods or services provided by Merchant.

"Preauthorized Health Care Transaction" is a Transaction for which a Cardholder has given a health care Merchant written permission to the Cardholder Account for services.

"POS Equipment" is equipment for processing Transactions, including electronic terminals, PIN pads, and other processing equipment, including software.

"Preauthorized Transaction" is a Transaction for which a Cardholder has given advance permission to periodically charge the Cardholder Account. Preauthorized Transactions include Recurring Transactions, Installment Billing Transactions, and Preauthorized Health Care Transactions.

"Processing Fees" are the fees payable by Merchant to Provider for the Services Provider provides to Merchant in connection with this Agreement, as specified in the FEE SCHEDULE to the Application or as otherwise provided for in this Agreement or an Addendum thereto as modified by Processor from time to time. These fees also include, but are not limited to, Card Network fees, Sponsor Bank or other third-party gateway fees, which will be passed-through to Merchant and invoiced monthly at a rate determined by BillingTree, the Card Network or the Sponsor Bank.

"Processor" Electronic Payment Providers, Inc., d/b/a BillingTree.

"Provider" Processor and Merchant Bank collectively.

"Recurring Transaction" is a Transaction where the Cardholder provides permission, in either written or electronic format, to a Merchant to periodically charge the Cardholder Account for recurring goods or services, including, but not limited to, insurance premiums, subscriptions, monthly internet access fees, membership fees, tuition, or utility charges.

"Regulation E" means the regulations, together with all staff interpretations issued thereunder, published by the Consumer Financial Protection Bureau to implement The Electronic Funds Transfer Act.

"Regulation E" includes specific rules for all parties involved governing the issuance and use of Debit Cards and the processing of On-line Debit Card Transactions.

"Renewal Term" will have the meaning set forth in Section 14.1 of the Merchant Agreement.

"Security Standards" means all rules, regulations, standards, or guidelines adopted or required by the Card Networks or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Card Information, including, without limitation, PCI DSS, Visa's Cardholder Information Security Program (CISP), Discover's Information Security & Compliance Program (DISC), American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program (SDP), Visa's Payment Application Best Practices, the Payment Card Industry's Payment Application Data Security Standard, MasterCard's POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program, in each case as they may be amended from time to time. Merchant may find the PCI-DSS requirements at:

https://www.pcisecuritystandards.org/security_standards/index.php.

Merchant may find details on CISP at:

<https://usa.visa.com/partner-with-us/pci-dss-compliance-information.html#1>

Merchant may find details of the DISC program at:

<http://www.discovernetwork.com/fraudsecurity/disc.html>.

Merchant may find the American Express Data Security Requirements at:

www.americanexpress.com/dsr.

Merchant may find details of the SDP program at:

<https://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/site-data-protection-PCI.html>

"Services" The activities undertaken by Processor and/or Merchant Bank, as applicable, to facilitate Card Programs offered by Card Networks, including authorizing, processing and settling all Transactions undertaken by Cardholders at Merchant's applicable Merchant Outlet(s), and all other activities necessary for Provider to perform the functions required by this Agreement.

"Settlement Account" is the checking account or other acceptable deposit account Merchant maintains at a depository institution acceptable to Provider for credit of Transactions by Merchant Bank and debit of Credit Vouchers, Chargebacks, Processing Fees, any fines, assessments or fees assessed by Card Networks or other governmental agency or entity having authority, and other reimbursement to which Provider may be entitled under this Agreement.

"Term" will have the meaning set forth in Section 14.1 of the Merchant Agreement.

"Transaction" is any interaction between a Cardholder, using a Card, and Merchant to purchase Merchant's goods or services that results in activity on the Cardholder's account.

"Valid Card" is a Card that is (i) properly issued under the authority of a Card Network (not counterfeit); (ii) "current" according to any beginning and expiration dates on the Card; (iii) signed by the Cardholder named on the front or other authorized signer, or in the case of CNP Transactions, in compliance with the applicable Operating Rules; (iv) not listed at the time of a Transaction in a warning bulletin or notice issued by a Card Network; and (v) not visibly altered or mutilated when physically present at the POS.

"Visa" means Visa Inc. or its successors or assigns.

Part II: Addenda

The following Addenda are made a part of this Agreement: CARD NOT PRESENT (CNP) ADDENDUM, SPECIAL SERVICES ADDENDUM, MERCHANT RESTRICTIONS ADDENDUM (including the "Merchant Use and Disclosure of BIN Information"), DISCOVER CARD ACCEPTANCE ADDENDUM, VISA ACCOUNT UPDATER ADDENDUM, and MASTERCARD ACCOUNT BILLING UPDATER ADDENDUM. The applicability of these Addenda depends upon the Merchant's business, and the Services requested by Merchant. In its sole and absolute discretion (except as otherwise set forth in the Merchant Use and Disclosure of BIN Information), Processor or Merchant Bank may accept or reject Merchant's request for services provided in the Addenda. Merchant understands and agrees that any attached Addendum is considered a part of the Agreement and Merchant will comply with the terms therein. In the event of conflict between the provisions of this Agreement and the provisions of an Addendum, the provisions of the Addendum will control.

Card Not Present (CNP) Addendum

This CARD NOT PRESENT (CNP) ADDENDUM is made a part of the terms and conditions of the Agreement, and Merchant has agreed to comply with all terms and conditions of the Addendum. The following terms and conditions describe the procedures for CNP Transactions. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings assigned to them in the Agreement. Requirements set forth herein are in addition to requirements set forth in the Agreement and the Operating Rules.

1. Additional Definitions

- 1.1 3-D Secure - A Visa-approved method that is the global authentication standard for Electronic Commerce Transactions.
- 1.2 Electronic Commerce Transaction - A Transaction conducted over the Internet or other network.
- 1.3 Deferred Payment Transaction - A CNP Transaction for which the Cardholder is billed once no more than 90 days after the first shipment of merchandise.
- 1.4 Delayed Delivery Transaction. - A single Transaction where a Cardholder completes two separate Transactions. The first Transaction functions as a deposit (such as a down payment) for goods or services; the second is to pay the balance due the Merchant.
- 1.5 Installment Billing Transaction – The single purchase of goods or services billed to an account in multiple segments over a period of time agreed to between a Cardholder and a Merchant.
- 1.6 Order Form - A document bearing the Cardholders signature, either written or electronic, authorizing goods or services to be charged to his or her account. An Order Form may be: (i) a mail order form, (ii) a Recurring Transaction form, (iii) a Preauthorized Health Care Transaction form, or (iv) an e-mail or other electronic record that meets the requirements of applicable law.
- 1.7 Permanent Establishment - A fixed place of business through which an Electronic Commerce or Mail Order/Phone Order Merchant conducts its business, regardless of its Web site or server locations.

2. Acceptance of Card Not Present (CNP) Transactions.

- 2.1 Merchant may accept CNP Transactions based upon the description of Merchant's business ("Business") on the Application and as authorized by Processor and Merchant Bank. Processor and Merchant Bank reserve the right to terminate CNP Transactions in the event that there is any material change in the Business, including any material change in the customers, products, management or employees of the Business.
- 2.2 Merchant agrees that, except as expressly permitted by the Operating Rules, no CNP Transactions shall be submitted for processing prior to shipping of the product purchased and/or the implementation of the service offered.
- 2.3 Merchant understands and agrees that CNP Transactions: (i) do not require the Cardholder's signature on the Charge Record, sales draft or sales slip (with the exception of Order Forms set forth in Section 1.6 above, as applicable); (ii) require the Merchant to obtain the valid Expiration Date for each Card used for a CNP Transaction; and (iii) require the Expiration Date of the Card be submitted as part of the Authorization process.
- 2.4 It is understood that Authorizations for CNP Transactions are subject to Chargeback and such Authorizations do not guarantee the validity or collectability of the Transaction. Merchant agrees to take reasonable additional steps to verify the identity of the authorized Cardholder on these types of Transactions, especially when merchandise is shipped to a third party. Merchant acknowledges and agrees that the receipt of an Authorization Code indicating approval does not guarantee Merchant against Chargebacks. Merchant is

encouraged to use (when not prohibited under applicable law) fraud reduction systems offered by the Card Networks, such as AVS and CVV2/CVC2 in CNP Transactions.

- 2.5 Generally, in order to satisfy a retrieval request for CNP Transactions, the following Charge Record information must be provided by Merchant: (i) the Cardholder Account number, (ii) the Card expiration date, (iii) the Cardholder name, (iv) the Transaction date, (v) the Transaction amount, (vi) the Authorization Code, (vii) Merchant's Name, (viii) Merchant's location, (ix) a description of the goods or services, (x) the "ship to" address, and (xi) the AVS response code (if AVS was used). Merchant is responsible for ascertaining whether applicable law requires copies of transaction receipts retained by Merchant to truncate card numbers and suppress expiration dates, and for complying with all such laws.

3. Processing Restrictions.

- 3.1 If at any time the volume of CNP Transactions, substantially exceeds the projected annual volume stated on the Application, or if at any time Processor or Merchant Bank suspects fraud, money laundering or violations of the Operating Rules, Processor or Merchant Bank may, in their sole and absolute discretion and in addition to other remedies that Processor or Merchant Bank may have:
 - 3.1.1 refuse to process the excessive or suspect CNP Transactions;
 - 3.1.2 process the CNP Transactions and retain the funds received from processing until such time as the excess or suspect charges are found to be valid or invalid and processed in accordance with the Operating Rules;
 - 3.1.3 suspend the CNP Transactions and/or terminate the Agreement; or
 - 3.1.4 amend the Agreement to protect the interests of Processor or Merchant Bank.

4. Electronic Commerce Transactions.

- 4.1 If Processor or Merchant Bank authorize Merchant to accept Electronic Commerce Transactions, Merchant agrees to comply with all the provisions of the Operating Rules pertaining to Electronic Commerce Transactions.
- 4.2 Merchant shall at all times maintain a secure site for the transmission of data relating to the processing of Electronic Commerce Transactions. Merchant shall be responsible for ensuring, obtaining and maintaining site security, for the encryption of all data, and for any and all storage of data both in electronic and physical form.
- 4.3 Each Electronic Commerce Transaction must be identified as such when submitted by Merchant by using the appropriate Electronic Commerce Transaction indicator values specified by the Card Networks.
- 4.4 Merchant may not submit a request for Authorization for an Electronic Commerce Transaction that has failed a 3-D Secure authentication request.
- 4.5 Merchant shall display on Merchant's web site in a prominent manner: (i) the address of the Merchant's Permanent Establishment, including Merchants country of domicile, located on the same screen view as the checkout screen used to present the total purchase amount, or within the sequence of web pages the Cardholder accesses during the checkout process; (ii) a complete and accurate description of the goods or services offered; (iii) Merchant's merchandise return and

refund policy clearly displayed on either the checkout screen, or on a separate screen that allows the purchaser to click an acceptance button; (iv) Merchant's consumer data privacy policy and the method of transaction security used to secure Cardholder account data during the ordering and payment process; (v) a customer service contact, including electronic mail address or telephone number; (vi) transaction currency; (vii) export restrictions (if known); and (viii) Merchant's delivery/fulfillment policy.

- 4.6 Merchant shall provide Cardholders a secure transaction method, such as Secure Socket Layer or 3-D Secure.
- 4.7 Each web site operated by Merchant must display the marks of the Card Networks for the Card types which are accepted by the Merchant, as specified in the Operating Rules.
- 4.8 Merchant cannot refuse to complete an Electronic Commerce Transaction using a MasterCard-branded Card solely because the Cardholder does not have a digital certificate or other secured protocol.
- 4.9 Merchant agrees to include, in addition to the other data required under the Operating Rules, the following data on a Charge Record completed for an Electronic Commerce Transaction: (i) Merchant's name most recognizable to the Cardholder, such as: Merchant "doing business as" name or Merchant's "universal resource locator" (URL), or Merchant name used in the VisaNet Clearing Record; (ii) Customer service contact information including telephone country code and area code. If Merchant delivers goods or services internationally, Merchant must list both local and internationally accessible telephone numbers; (iii) Terms and conditions of sale, if restricted; (iv) The exact date any free trial period ends, if offered; (v) Cancellation policies; (vi) Merchant's online address; (vii) A unique Transaction identification number. For receipts completed by internet payment service providers, payment service providers, internet payment facilitators or payment facilitators, see additional requirements set forth in the Operating Guide and Operating Rules.
- 4.10 Merchant will provide a completed copy of the Charge Record to the Cardholder at the time the purchased goods are delivered or services performed. Merchant may deliver the Charge Record in either of the following formats: (i) electronic (e.g., e-mail or fax), or (ii) paper (e.g., hand-written or terminal-generated). Merchant may not transmit the Cardholder Account number or card expiration date to the Cardholder over the Internet or on the Charge Record. Merchant is responsible for ascertaining whether applicable law requires copies of transaction receipts retained by Merchant to truncate card numbers and suppress expiration dates, and for complying with all such laws.
5. Installment Billing Transactions. If Merchant is so permitted by Processor or Merchant Bank, Merchant may offer Cardholders involved in Electronic Commerce Transactions or mail order/telephone order Transactions an Installment Billing Transaction option. If Merchant offers an Installment Billing Option, Merchant must comply with the requirements set forth in the Operating Rules, including without limitation, those set forth in the Visa Operating Rules.
6. Deferred Payment Transaction. Merchant shall comply with all applicable Operating Rules, including without limitation those set forth in the Visa Operating Rules.
7. Recurring Transactions. Merchant must complete a Recurring Transaction in accordance with the requirements set forth in the Operating Rules, including without limitation, those set forth in the Visa Operating Rules.
8. Delayed Delivery Transactions. Merchant must comply with the requirements set forth in the Operating Rules, including without limitation, those set forth in the Visa Operating Rules.
9. Delegation of Duties. Card Program duties may, from time to time, be delegated to and among Processor's business units without giving notice to Merchant, provided, however, Processor will remain responsible for any obligation owed by Processor under the

Agreement.

10. Suspension and Termination. Should Merchant, at any time, fail to agree or comply with this Addendum, Processor or Merchant Bank shall have the right to immediately and without prior notice suspend and/or terminate CNP Transactions and/or the Agreement.

Special Services Addendum

This SPECIAL SERVICES ADDENDUM is made a part of the terms and conditions of the Agreement, and Merchant has agreed to comply with all terms and conditions herein. This Addendum describes additional requirements that Merchant is to follow for the special card processing services referred to below. Requirements set forth herein are in addition to requirements set forth in the Agreement and the Operating Rules. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

Merchant may be eligible to participate in a number of additional services provided by Visa (the "Visa Services"), as listed below and as further described in the Visa Operating Rules and other official publications from Visa regarding such Visa Services. Merchant's eligibility for, and participation in, these services is subject at all times to the terms of the Operating Rules and any other official publications from Visa governing such Visa Services, as such may be changed from time to time, and Merchant agrees that it will at all times comply with the Operating Rules when receiving or utilizing any of these services. Merchant must receive Processor's or Merchant Bank's prior approval before participating in any of the Visa Services, including, without limitation, those listed below.

1. Account Funding Transaction - Use of a Card to fund another account, such as a prepaid Card account.
2. Advance Payment Service - A Visa service that allows a Cardholder to use his or her Card for a partial or complete advance payment for recreational services or activities provided by an Advance Payment Service Merchant.
3. Advance Payment Service Merchant - A non-T&E Merchant participating in the Advance Payment Service, whose primary function is to provide recreational services to tourism and travel.
4. Advance Payment Service Transaction - A Transaction completed by an Advance Payment Service Merchant.
5. Car Rental Company - A merchant whose primary business is the rental of passenger vehicles.
6. Central Reservations Service - An entity that acts as a reservations resource for lodging establishments located in close proximity to each other.
7. CPS/Small Ticket - A Visa-offered service designed to meet the special Card acceptance and operating procedures of certain Merchants involving small dollar Transactions.
8. Dynamic Currency Conversion - A conversion of currency in which goods or services are normally priced into a different currency, as agreed upon by the Cardholder and Merchant.
9. Visa Easy Payment Service - A Visa service that permits certain Merchants to process specified types of small dollar Card Transactions using special procedures as outlined in the Visa Operating Rules.
10. Lodging Merchant - A merchant that sells overnight accommodations intended for a limited period of time.
11. Visa ReadyLink - A Visa processing service that enables the Authorization and Settlement, through VisaNet, of funds associated with an Issuer-approved load Transaction to a Visa Prepaid Card or to another Non-Visa Branded Account at a Prepaid Partner.
12. Priority Check-Out Service - A Visa service provided that allows

a Cardholder to authorize the use of the Cardholder's Card for payment of the total obligation to the Lodging Merchant with or without prior knowledge of the total amount, by signing a completed Priority Check-Out Agreement.

13. Priority Check-Out Agreement - A written agreement that, when bearing the Cardholder's signature, authorizes a Lodging Merchant participating in Visa's Priority Check-Out Service to deposit a Transaction without the Cardholder's signature for the total amount of the Cardholder's obligation.
14. Supermarket Incentive Program - A Visa program that permits certain supermarket merchants to qualify for reduced interchange reimbursement fees.
15. T&E Advance Deposit Service - A Visa service that a Lodging Merchant or Car Rental Company provides to a Cardholder, allowing use of a Visa Card to pay in advance deposit required to reserve accommodations or a vehicle.
16. T&E Merchant - A merchant whose primary function is the provision of travel related services.
17. Telephone Service Transaction - A Card Transaction in which a Cardholder uses a Visa Card to purchase a telephone call.
18. Visa Cash Back Service - A Visa service whereby cash is obtained from a qualified Merchant through the use of a Visa Debit Card or Visa Business Check Card and processed as a PIN-Authenticated Visa Debit Transaction.
19. Visa Fleet Card – A Visa Commercial Card used for the purchase of fuel and vehicle maintenance services at Merchants classified with Visa specified MCCs.
20. Visa Reservation Services – Visa services provided by either a (i) Lodging Merchant to guarantee accommodations or (ii) Card Rental Company to guarantee a Specialized Vehicle or Peak-Time reservation.
21. Preauthorized Health Care Transaction – A Transaction completed by a Health Care Merchant for which a Cardholder has provided written permission to the Merchant to charge the Cardholder's Visa account for services.

Merchant Restrictions Addendum

This MERCHANT RESTRICTIONS ADDENDUM is made a part of the terms and conditions of the Agreement, and Merchant has agreed to comply with all terms and conditions of the Addendum.

1. Merchant agrees (in the case of each of the following, to the extent such agreement is not prohibited by mandatory provisions of applicable law) that Merchant will not:
 - 1.1 Refuse to honor any valid, properly presented Card of a type specified by Merchant for acceptance on the Application.
 - 1.2 Accept Cardholder payments for previous Transactions incurred at the Merchant location.
 - 1.3 Establish a minimum or maximum Transaction amount as a condition for honoring a Card, unless otherwise required or allowed by the Operating Rules.
 - 1.4 Require a Cardholder to complete a postcard or similar document that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed.
 - 1.5 Add any surcharge or convenience fee to Transactions if the surcharge or convenience fee is prohibited by the Operating Rules (Travelers cheque and Foreign Currency fees are not surcharges).
 - 1.6 Add any tax to Transactions, unless applicable law expressly requires that Merchant be permitted to impose a tax. Any tax amount, if allowed, must be included in the Transaction amount and not collected separately.
 - 1.7 Enter any Transaction for a Transaction that was previously charged back to Merchant Bank and subsequently returned to Merchant, irrespective of Cardholder approval. Merchant

may pursue payment from the customer outside the Visa system.

- 1.8 Request or use an account number for any purpose other than as payment for its goods or services.
- 1.9 Require a Cardholder to provide fingerprints or other personal information, such as address, license, telephone number or social security number as a condition for honoring a Card, unless required to do so by the Operating Rules;
- 1.10 Submit Transactions for processing without physical possession of the Card, unless Merchant is registered with Processor or Merchant Bank, as applicable, to submit CNP Transactions and does so in accordance with the CNP ADDENDUM.
- 1.11 Require a Cardholder, as a condition of honoring a Card, to sign any statement that waives the Cardholder's rights to dispute the Transaction with the Card Issuer.
- 1.12 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.
- 1.13 Disburse funds in the form of cash, unless: (i) Merchant is dispersing funds in the form of travelers cheques, Visa TravelMoney Cards, or Foreign Currency. In this case, the Transaction amount is limited to the value of the travelers cheques, Visa TravelMoney Cards, or Foreign Currency plus any commission or fee charged by the Merchant, or (ii) Merchant is participating in the Visa Cash Back Service.
- 1.14 Accept a Card for the purchase of scrip.
- 1.15 Accept a Card for a manual cash disbursement.
- 1.16 Accept a Card to collect or refinance an existing debt that has been deemed uncollectible by Merchant providing the associated goods or services.
- 1.17 Enter a Transaction that represents collection of a dishonored check.

2. Merchant must not, in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, sell, transfer, or disclose any materials that contain Cardholder account numbers, personal information, or other Transaction information to third parties. Merchant must return this information to Provider or provide acceptable proof of the destruction of this information to Provider.

3. Merchant Use and Disclosure of BIN Information

- 3.1 Processor or Merchant Bank may provide BIN information or other product-identifying data to the Merchant or its Service Provider solely for purposes of identifying Visa or MasterCard Card product types at the point of sale. Processor or Merchant Bank must provide this Visa BIN information to any Merchant requesting it for the permitted purpose.
- 3.2 Processor or Merchant Bank must provide a complete list of the BINs that apply to Debit MasterCard Cards to Merchants upon any form of reasonable request.
- 3.3 A U.S. Merchant or its Service Provider that receives BIN information or other product-identifying data from Processor or Merchant Bank must not use such information for any reason other than to identify Visa or MasterCard Card product types at the point of sale and to implement acceptance practices permitted by the Visa or MasterCard Operating Rules based on such information, unless authorized by Visa or MasterCard, as applicable.
- 3.4 A U.S. Merchant or its Service Provider must not disclose BIN information or other product-identifying data to any

third party without prior written permission from Visa or MasterCard, as applicable. If Merchant provides BIN or other product data information to a Service Provider, Merchant must: (i) Ensure that the Service Provider complies with the substance of these "Merchant Use and Disclosure of BIN Information" requirements, and (ii) Include the substance of these requirements in Merchant's agreement or contract with its Service Provider.

4. Submission Requirements and Restrictions

- 4.1 Merchant must submit only Transactions that directly result from Cardholder Transactions with Merchant.
- 4.2 An Internet Payment Service Provider (ISP) may deposit Charge Records on behalf of Merchant, as long as the ISP has been approved by the Merchant Bank. (i) The ISP name may appear in the clearing record only if both these conditions are met: Cardholder accesses the web site of the ISP directly, and the name of the ISP is visible to the Cardholder during the selection, order, and payment processing services. (ii) If the Cardholder accesses the Merchant's web site and is then linked to the web site of the ISP for payment, the ISP's name must appear in the clearing record in conjunction with the Merchant's name.
- 4.3 Merchant must not submit a Transaction until it does one of the following: (i) Completes the Transaction, (ii) Ships or provides the goods, (iii) Performs the purchased service, or (iv) Obtains the Cardholder's consent for a recurring Transaction.
- 4.4 Merchant must not submit a Transaction that it knows or should have known to be either fraudulent or not authorized by the Cardholder.
- 4.5 Merchant is responsible for its employees' actions while in Merchant's employ.
- 4.6 Merchant may submit a Transaction for a prepayment, within the time limits specified in section 5 below, if the Merchant advises the Cardholder of the immediate billing at the time of the Transaction, for (i) prepayment of services, excluding estimates for services to be provided, and (ii) full prepayment of custom-ordered merchandise, manufactured to the Cardholder's specifications. For prepayment of services, the Transaction date is considered to be the date of Cardholder prepayment.
- 4.7 An Advance Payment Service Merchant must only submit a Transaction representing a partial or complete advance payment, provided Merchant informs the Cardholder of the following: (i) the total price of the services or activity, (ii) the advance payment amount, (iii) the advance payment confirmation code, and (iv) the cancellation terms.
- 4.8 For more information on restrictions related to Advance Payment Service Transactions, see the Operating Rules.
- 4.9 If Merchant has multiple outlets, Merchant must ensure that Processor and Merchant Bank are able to: (i) Identify the location of each Transaction on the Charge Record, and (ii) Include this identification in the clearing record.

5. Visa Submission Time Limits

- 5.1 Merchant must submit Transactions within 5 calendar days of the Transaction date, except as specified below.
- 5.2 Merchant must submit Transactions for Delayed Delivery Transactions within 5 calendar days of the date of both the deposit and final payment.
- 5.3 Merchant with multiple outlets; transportation companies subject to federal or foreign regulations; oil companies; car rental companies; hotels; motels; and restaurant chains must deposit Transactions as follows: (i) Transactions within 20 calendar days of the Transaction date; and (ii) Credit Transactions within 9 calendar days of the Transaction date, if accumulated at a central office facility.

Discover Card Acceptance Addendum

This Discover Card Acceptance Addendum ("Discover Addendum") is made between Processor and Merchant and is made a part of the terms and conditions of the Agreement. This Addendum governs Merchant's acceptance of Discover and Diners/Carre Blanche Cards ("Discover Cards"). Capitalized terms used in this Discover Addendum and not defined herein shall have the meaning given them in the Agreement. Except as specifically modified or amended in this Discover Addendum, Merchant agrees to comply with the terms of the Agreement in accepting Discover Card Transactions. Merchant understands that a request to accept Discover Cards is subject to approval by Discover and Processor. Failure to comply with the terms of this Discover Addendum or the Agreement may result in suspension of Discover Card processing services and all other payment processing services for Merchant.

1. Discover Terms and Conditions

- 1.1. Merchant must comply with the terms of the Discover Operating Regulations, including the Technical Specifications and the Dispute Rules Manual. The appendices, addenda, schedules and Operating Guide that accompany or are incorporated by reference into this Discover Addendum or the Agreement, as amended from time to time, are part of the terms and conditions of this Discover Addendum, as are the Application and the Discover Operating Regulations, including the Technical Specifications and the Dispute Rules Manual, and with this Discover Addendum are individually and collectively hereinafter referred to as the "Agreement" or as the "Merchant Agreement".
- 1.2. With respect to Discover Card Transactions, Processor is responsible for providing settlement funds directly to Merchant. Settlement funds will be deposited to the Settlement Account.
- 1.3. Merchant agrees to provide Transaction data and other Merchant information as requested to Discover and any entities required by Discover, including information required for the Consortium Merchant Negative File (commonly referred to as MATCH).
- 1.4. Merchant may not use, store or disclose Transaction data or Merchant information except as permitted under the terms of the Discover Operating Regulations, including the Technical Specifications and the Dispute Rules Manual.
- 1.5. Merchant may not require a minimum or maximum purchase amount for use of Discover Card or impose any surcharge or convenience fee on Discover Card Transactions except as permitted by the Discover Operating Regulations.
- 1.6. Merchant agrees to accept Discover Card Checks consistent with card checks of other card types and similar to Merchant's policies concerning personal checks.
- 1.7. A Payment Service Provider (PSP) shall be treated as a Merchant for all purposes under the Agreement, this Discover Addendum and the Discover Operating Regulations, and shall also be subject to additional requirements applicable to PSPs as set forth in the Discover Operating Regulations.
- 1.8. In the event the Agreement is terminated for any reason, whether for cause or without cause, this Discover Addendum will immediately terminate. Either Processor or Discover may terminate this Discover Addendum at any time without cause upon thirty (30) days advance written notice and may terminate this Discover Addendum for cause in either's sole discretion, effectively immediately.
- 1.9. The Discover Operating Regulations, including the Technical Specifications and the Dispute Rules Manual

may be obtained by contacting Processor customer service.

2. Discover Program Marks. Merchant is prohibited from using the Program Marks, as defined below, other than as expressly authorized in writing by Processor. Program Marks mean the brands, emblems, trademarks, and/or logos that identify Discover Cards, including, without limitation, Diners Club International Cards. Additionally, Merchant shall not use the Program Marks other than to display decals, signage, advertising, and other forms depicting the Program Marks that are provided to Merchant by Processor pursuant to the Merchant Program or otherwise approved in advance in writing by Processor. Merchant may use the Program Marks only to promote the services covered by the Program Marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Processor in writing. Merchant shall not use the Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Program Marks. Merchant recognizes that it has no ownership rights in the Program Marks. Merchant shall not assign to any third party any of the rights to use the Program Marks.

3. Additions to the Application

- 3.1. As to Discover Card Transactions, the Business Checking section of the Application that references the AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH) shall include the following: Processor is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the Settlement Account identified in the Application for all services contemplated under this Discover Addendum. Merchant agrees that Processor may charge the Settlement Account for the amount of any sales draft processed under this Agreement, or any agreement Processor may have with any Merchant Affiliate that results in a Chargeback, or for any Credit Voucher or other reimbursement or Processing Fees to which Processor may be entitled.
- 3.2. By signing the Application or accepting Discover Card with Processor as the Discover Card Transaction processor, Merchant agrees to be bound by the terms of this Discover Addendum and will not receive a separate Discover Card Terms and Conditions from Discover.

4. Additions to the Merchant Agreement

- 4.1. As to Discover Card Transactions only, Section 2.1.6 of the Merchant Agreement is amended to add the following language: (i) Processor will provide provisional credit to Merchant for each valid Discover Card Transaction which Merchant submits to Processor by crediting Merchant's Settlement Account, provided Processor has received settlement for the valid Transaction through the interchange procedures specified by Discover. Processor is not obligated to provide provisional credit to Merchant for Transactions submitted that are not valid Transactions and may suspend or discontinue any provisional credit in Processor's sole and absolute discretion, including for any reason that would justify termination of this Agreement. Each provisional credit from Processor to Merchant will be subject to Adjustment, including revocation, upon Processor's further review and verification. Provisional credit to Merchant for a Transaction disputed by a Cardholder for any reason is not final. (ii) Processor may deduct from any payment to Merchant the amount of any Credit Voucher processed for Merchant, any Chargeback to Merchant, any amount to be deposited in the Reserve Account and any Processing Fees and Discover fines, assessments or charges due from Merchant. Merchant must immediately pay Processor the amount by which a Credit Voucher processed on any day exceeds valid Transaction submitted on that day. Without limiting Processor's remedies, Processor may obtain the amount due by deducting it from the Settlement Account, Reserve Account or other accounts of or funds due Merchant. (iii)

Merchant acknowledges that all payments and credits provided to Merchant are provisional and subject to suspension, to Chargebacks and to Adjustments in accordance with this Discover Addendum, the Agreement and the Discover Operating Regulations, including the Technical Specifications and the Dispute Rules Manual.

- 4.2. As a condition to Processor providing Discover Card processing services under this Discover Addendum, Merchant may be required to provide additional collateral security, beyond the amounts provided for under the Agreement, for Merchants obligations under this Discover Addendum. The additional collateral security shall be of a kind, and in amounts, satisfactory to Processor and may include delaying payments to Merchant on Discover Card Transaction settlements.

5. Discover Pricing. Merchant will pay the Processing Fees specified for Discover Card Transactions in the FEE SCHEDULE of the Application. All other terms and conditions of the Agreement apply to Processing Fees payable by Merchant for Discover Card Transactions.

Visa Account Updater Addendum

This Visa Account Updater ("VAU") Addendum is made between Merchant and Processor and is made a part of the terms and conditions of the Agreement. Merchant understands that a request for VAU service is subject to approval by Visa and the Processor. Merchant signature on the Application signifies acceptance of the terms of this Visa Account Updater Addendum, including VAU pricing, in addition to the terms of the Agreement. Failure to comply with the terms of this Visa Account Updater Addendum or the Agreement may result in suspension of VAU service and all other payment processing services for Merchant. The VAU program enables U.S. card issuers to supply the most current Cardholder account information through U.S. acquirers to U.S. acquired merchants whose businesses require electronic maintenance of customer account data. Participating merchants use updated Cardholder account information to support subscription services, recurring payments, and other account-on-file functions, such as T&E "gold", preferred check-in programs, internet and registered user "one-click" capabilities. VAU service provides an automated, dedicated, secure clearinghouse to make changes to limited Cardholder account information (such as account number, expiration date, account closure or other changes) available in a timely, efficient and cost-effective manner.

1. Merchant Security Requirements
 - 1.1 Merchant must comply with all applicable laws, such as data protection laws (including gathering specific consent of Cardholders for processing and transfer of their personal data, if applicable).
 - 1.2 Merchant must ensure that Cardholder information is securely stored, and that such information is available only to those employees of Merchant who have a legitimate business need and authorization to access the information.
 - 1.3 Merchant must ensure that employees who have access to Cardholder information are aware of, and familiar with Merchant's policies as they relate to the use of such information (and related personal data).
 - 1.4 Merchant must delete all Visa Account Updater files with Cardholder information after use to minimize the likelihood of improper access to, or use of, the data.
 - 1.5 Merchant must be in compliance with Payment Card Industry Data Security Standards at all times.
2. Merchant Participation Requirements. Merchant must continue to meet Visa Merchant Participation Requirements as established by Visa from time to time including:
 - 2.1 Merchant must be a U.S. acquired merchant.
 - 2.2 Merchant must not have been disqualified from participating in the Visa system.

- 2.3 Merchant must be in compliance with Visa Operating Rules.
- 2.4 Merchant must have a valid business need to receive updated account information, including but not limited to: (i) Subscription services (ii) "Express checkout services" (iii) Membership (club) services (iv) Recurring payment services
- 2.5 Merchant must meet the following risk management criteria: (i) Must not be engaged in business categorized by the following Merchant Category Codes: 5962, 5966, 5967, and 7995. (ii) Must not be a merchant whose sales Transactions are predominantly Quasi-Cash, Account Funding, or any combination thereof.
- 2.6 Merchant must comply with all applicable laws and regulations.
- 2.7 Merchant must be approved by Visa U.S.A. for participation.
- 2.8 Merchant will promptly notify the Processor of any change in Merchant's Participation Requirements.
3. VAU Merchant Inquiry Records
 - 3.1 Merchant must be registered with Visa for the Visa Account Updater program before merchant can submit account inquiries.
 - 3.2 Merchant must request a VAU update through the Processor for every participating Visa account in merchant's customer VAU qualified database at least once every one hundred eighty (180) calendar days.
 - 3.3 Merchant must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship as defined by Visa.
 - 3.4 Merchant may not subsequently inquire on accounts that have previously returned a response of "Closed Account".
 - 3.5 Merchant may not submit VAU inquiries on behalf of any other entity.
 - 3.6 Merchant must submit account inquiries in the Processor-specified file format and manner.
4. VAU Merchant Response Records
 - 4.1 Merchant must update its customer account database within five (5) business days of a VAU update from Processor
 - 4.2 Merchant must ensure that information received from VAU is properly, completely, and accurately incorporated into the merchant's customer database for utilization in future Visa Transactions.
5. Error Resolution
 - 5.1 Merchant must correct erroneous account information within five (5) business days of receipt of an error notification from the Processor or Visa.
 - 5.2 Merchant must correct operational errors within five (5) business days of receipt of an error notification from the Processor or Visa.
6. Issuer Exclusions: Merchant understands that an issuer may request that VAU withhold account updates from one or more selected merchants.
7. VAU Pricing:
 - 7.1 Match Fees: A fee of \$0.12 is assessed by the Processor on a per match basis, with a match considered to be any of the following responses: (i) New account number provided (A) (ii) New expiration date provided (E) (iii) Closed account advice provided (C) (iv) Contact Cardholder advice provided (Q).
 - 7.2 Fee Changes: Should Visa change the fee structure for VAU, Processor will make similar changes to the merchant fee structure.

MasterCard Account Billing Updater Addendum

This MasterCard Account Billing Updater ("ABU") Addendum is made between Merchant and Processor and is made a part of the terms and conditions of the Agreement. Merchant understands that a request for ABU service is subject to approval by MasterCard and the Processor. Merchant signature on the Application signifies acceptance of the terms of this MasterCard Account Billing Updater Addendum, including ABU pricing, in addition to the terms of the Agreement. Failure to comply with the terms of this MasterCard Account Billing Updater Addendum or the Agreement may result in suspension of ABU service and all other payment processing services for Merchant. The MasterCard Account Billing Updater program enables U.S. card issuers to supply the most current Cardholder account information through U.S. acquirers to U.S. acquired merchants whose businesses require electronic maintenance of customer account data. Participating merchants use updated Cardholder account information to support subscription services, recurring payments, and other account-on-file functions. ABU service provides an automated, dedicated, secure clearinghouse to make changes to limited Cardholder account information (such as account number, expiration date, account closure or other changes) available in a timely, efficient and cost-effective manner.

1. Merchant Security Requirements
 - 1.1 Merchant must comply with all applicable laws, such as data protection laws (including gathering specific consent of Cardholders for processing and transfer of their personal data, if applicable).
 - 1.2 Merchant must ensure that Cardholder information is securely stored, and that such information is available only to those employees of Merchant who have a legitimate business need and authorization to access the information.
 - 1.3 Merchant must ensure that employees who have access to Cardholder information are aware of, and familiar with Merchant's policies as they relate to the use of such information (and related personal data).
 - 1.4 Merchant must delete all Account Billing Updater files with Cardholder information after use to minimize the likelihood of improper access to, or use of, the data.
 - 1.5 Merchant must be in compliance with Payment Card Industry Data Security Standards at all times.
2. Merchant Participation Requirements. Merchant established by MasterCard from time to time, including:
 - 2.1 Merchant must be a U.S. acquired merchant.
 - 2.2 Merchant must not have been disqualified from participating in the MasterCard system.
 - 2.3 Merchant must be in compliance with MasterCard Operating Regulations.
 - 2.4 Merchant must have a valid business need to receive updated account information.
 - 2.5 Merchant must comply with all applicable laws and regulations.
 - 2.6 Merchant must be approved by MasterCard for participation.
 - 2.7 Merchant will promptly notify Processor of any change in Merchant's Participation Requirements.
3. ABU Merchant Inquiry Records
 - 3.1 Merchant must be registered with MasterCard for the MasterCard Billing Account Updater program before merchant can submit account inquiries.
 - 3.2 The MasterCard Automated Billing Updater application will identify account change information only for MasterCard accounts

- 3.3 Merchant must submit account inquiries in the Processor-specified file format and manner.
 - 3.4 Merchant must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship.
 - 3.5 Merchant may not subsequently inquire on accounts that have previously returned a response of "Closed Account".
 - 3.6 At this time, only MasterCard-branded card programs are included in this service. Therefore, no account number should be longer than 19 digits. All account numbers should begin within the range of 51 through 55.
 - 3.7 Merchant may not submit ABU inquiries on behalf of any other entity.
4. ABU Merchant Response Records. Merchant will update Cardholder account data within ten (10) days of receipt.
 5. ABU Pricing
 - 5.1 Match Fees: A fee of \$0.12 is assessed by Processor on a per match basis, with a match considered to be any of the following responses: (i) Account Number Changes (includes Issuer Reason Codes R, B, and P), (ii) Expiration Date Changes (Issuer Reason Code E), or (iii) Closed Notifications (Issuer Reason Code C).
 - 5.2 Enrollment Fee: An enrollment fee of \$50 is assessed by MasterCard on a per merchant number basis.
 - 5.3 Changes: Should MasterCard change the fee structure for ABU, the Processor will make similar changes to the merchant fee structure.