



Sub-Merchant Agreement

Terms Of Service

These terms of service (the “General Terms”), to include all appendices attached hereto, including the [REV.IO](#) Submerchant Application Form (“Application”), (collectively, the “Agreement”) govern the Submerchant’s participation in the Services. The Submerchant agrees to be bound by the terms and conditions of the Agreement, as evidenced either by the signature of an authorized representative of the Submerchant on the [REV.IO](#) Application or by the transmission of a Transaction receipt or other evidence of a Transaction. The parties to this Agreement shall be the Submerchant as named in the Application that applies to participate in Transactions using [REV.IO](#)’s processing services (“Submerchant,” “Merchant,” or “you”) and [REV.IO](#), a Delaware Limited Liability company with its principal place of business located at 3340 Peachtree Rd, Suite 2850, Atlanta, GA 30326 (“[REV.IO](#)”, “we,” or “us”) each of which may be referred to individually as a “Party” or collectively as “Parties.”

The effective date of this Agreement shall be the date [REV.IO](#) approves Submerchant for Processing Services (“Effective Date”).

WHEREAS, Submerchant and [REV.IO](#) are entering into the Agreement to set forth, among other things, terms and conditions under which [REV.IO](#) will provide to Submerchant services that facilitate Submerchant’s acceptance of card payments, e-check, and/or ACH payments for goods and services provided, and [REV.IO](#), as an agent for Submerchant, may accept settlement payments from the Acquirer on behalf of Submerchant;

WHEREAS, [REV.IO](#) is party to an agreement with an Acquirer and a Bank under which Acquirer and Bank provide payment processing and Card Brand sponsorship services to [REV.IO](#) on behalf of Submerchant and other Submerchant’s of [REV.IO](#); and

WHEREAS, as a condition of providing services to [REV.IO](#) on behalf of Submerchant, Acquirer, and Bank require that [REV.IO](#) include certain terms and conditions in the Agreement relating to the payment processing services being provided to Submerchant.

THEREFORE, [REV.IO](#) and Submerchant hereby agree to the terms and conditions set forth herein.

On and subject to the terms and conditions hereof, [REV.IO](#) is: (i) acting in the capacity of a “Payment Service Provider” (under the Visa Rules) and a “Payment Facilitator” (under the MasterCard Rules) and will provide you card processing services as described herein; and (ii) will provide you with additional services as agreed by the Parties. [REV.IO](#) provides processing services with respect to credit card transactions including Visa U.S.A., Inc. (“Visa”), MasterCard Worldwide (“MasterCard”), DFS Services (“Discover Network”), American



Express, as well as e-check and ACH transactions. We are intending for you to be able to accept transactions for all of these Card Brands and all the other Services designated in this Agreement or any attachment to this Agreement, unless you notify us that you do not elect to accept all the card types and Services we offer and name those you do not elect to offer. You may change your election of card types and Services from time to time upon at least sixty (60) days' advance notice to us; we will use

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1. **DEFINITIONS.** For the purposes of the General Terms, the definitions contained in Appendix I apply to capitalized words contained within the Agreement unless the context otherwise requires or unless the term is assigned an alternative definition within the General Terms.
 2. **SERVICES AND PRIORITY.** Subject to the terms and conditions of the Agreement, the Parties will provide those Services for which they are respectively responsible as set forth in the Agreement. In the event that terms and conditions described within the appendices differ from those indicated within the General Terms, the terms and conditions contained within the Appendices shall prevail over any conflicting terms and conditions in the General Terms.
 3. **SUBMERCHANT OBLIGATIONS AND REQUIREMENTS.**
 - A. **Card Brand Operating Rules and Compliance.** Submerchant acknowledges that Acquirer and Bank must maintain closer controls over high-volume Submerchant's of [REV.IO](https://rev.io) and, therefore, Submerchant must immediately notify us if it has, or in Submerchant's reasonable opinion will, have greater than \$1,000,000 in annual card sales volume processed hereunder (based upon the date Submerchant's account is boarded) for any one Card Brand. Further, Submerchant must also immediately notify us if it has, or in Submerchant's reasonable opinion will, have greater than \$2,000,000 in annual Card sales volume processed hereunder.



You shall comply with the Card Brands' operating rules ("Operating Rules"), including the Operating Rules applicable to the Visa PSP and MasterCard Payment Facilitator programs and all applicable local, state, and federal laws, rules, and regulations ("Applicable Laws"). The Operating Rules are available on websites, such

as <http://www.usa.visa/merchants> and <http://www.mastercardmerchant>, as updated from time to time. Further, Submerchant acknowledges receipt and review of the Bank Card Merchant Rules and Regulations (the "Rules Summary"), as amended from time to time, which are incorporated into this Agreement by reference. Submerchant agrees to fully comply with, all of the terms and obligations in the then current Rules Summary, as changed or updated by Acquirer from time to time. Without limiting the foregoing, Submerchant agrees that it will fully comply, with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), the Card Brands, including but not limited to Payment Card Industry Data Security Standard ("PCI"), the Visa Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Card Brands. Should any Operation Rules(s) not be publicly available or otherwise made available to Submerchant, such unavailability shall not alter or limit Submerchant's obligation to comply with the Operating Rules. Notwithstanding [REV.IO](#)'s assistance in understanding the Operating Rules, Submerchant expressly acknowledges and agrees that it is assuming the risk of Submerchant's compliance with all provisions of the Operating Rules, regardless of whether Submerchant have possession of those provisions. Both MasterCard and VISA make excerpts of their respective Operating Rules available on their Internet sites. Submerchant agrees that it will not take any action that could interfere with or prevent the



exercise of this right by the Card Brands. In the event of any inconsistency between any provisions hereof and the Operating Rules, the Operating Rules will govern to the fullest extent possible under Applicable Laws.

B. On an ongoing basis, you must promptly provide [REV.IO](#) with the current address of each location, all “doing business as” (DBA) names used by you, and a complete description of goods sold and services provided by you. You agree to provide [REV.IO](#) with 30 days’ prior written notice of your intent to change your business form or entity in any manner (e.g., a change from a limited liability company to a corporation), and/or of your intent to sell all of its stock or assets to another entity. You may not use the Services for any service other than as set forth in this Agreement.

C. Identify Submerchant. To the extent Submerchant interacts with Cardholder, Submerchant will prominently and unequivocally inform the Cardholder of the identity of the Submerchant at all points of interaction so that the Cardholder readily can distinguish the Submerchant from any other party, such as a supplier of products or services to Submerchant, including [REV.IO](#). Further, Submerchant must ensure that the Cardholder understands who is responsible for the card transaction, including delivery of the products (whether physical or digital) or 4. provision of the services that are the subject of the card transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the card transaction.

D. Third Parties. [REV.IO](#) and Submerchant may use one or more third party service providers (“TPSP’s”) in connection with the Services and/or the processing of some or all of its Card transactions. In no event shall Submerchant use a TPSP unless such TPSP is compliant with PCI and/or the Payment Application Data Security Standard (“PA-DSS”), depending on the type of TPSP, as required by the Operating Rules. Submerchant acknowledges and agrees that



Submerchant shall cause its TPSP to complete any steps or certifications required by any Card Brand (e.g., registrations, PA-DSS, PCI, audits, etc). Submerchant shall cause its TPSP to cooperate with Acquirer in completing any such steps or certifications (if applicable), and in performing any necessary due diligence on such TPSP. Submerchant shall be solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such steps, registrations and certifications. Submerchant shall bear all risk and responsibility for conducting Submerchant's own due diligence regarding the fitness of any TPSP(s) for a particular purpose and for determining the extent of such TPSP's compliance with the Operating Rules and applicable law. Submerchant expressly agrees that either Acquirer, Bank, or [REV.IO](#) shall in any event be liable to Submerchant or any third party for any actions or inactions of any TPSP used by Submerchant, even if Acquirer, Bank or [REV.IO](#) introduced or recommended such TPSP.

E. Operating Account. Submerchant shall establish an Operating Account at a financial institution of Submerchant's choice prior to processing any payments. The Operating Account shall be utilized for deposits from Payment Card or eCheck Processing Transactions. Submerchant shall advise [REV.IO](#) of the name and address of the financial institution, routing number and account number of the account. Submerchant authorizes [REV.IO](#) to debit fees and charges from the Operating Account either daily, monthly or at other times deemed appropriate by [REV.IO](#) through the ACH Network or by a manual debit of the account.

F. Maintenance of the Operating Account. Submerchant shall maintain the Operating Account throughout the term of this Agreement, to include any extensions or renewals thereof. Submerchant shall, at all times, maintain sufficient funds in the Operating Account to ensure that all credit Entries originated and returns of debit Entries originated, as well as any and all fees,



charges, and costs provided for under the Agreement are paid, including any reserve requirements set by [REV.IO](#) in accordance with this Agreement.

Submerchant agrees to deposit funds into the Operating Account as required in order to ensure that sufficient funds are maintained in the Operating Account at all times.

G. Submerchant Authorization and Waiver. Submerchant

authorizes [REV.IO](#) to make deposits to or withdrawals from the Operating Account. [REV.IO](#) will have no signatory or ownership rights in the Operating

Account and will have no right to negotiate or assert ownership rights in deposited funds. Submerchant shall be responsible for all Bank charges and Submerchant shall designate employees authorized to make changes to the Operating Account. Any changes proposed to the Operating Account shall be submitted in writing to [REV.IO](#) and must be approved in writing by [REV.IO](#).

Should Submerchant modify these terms without following the aforementioned process, Submerchant indemnifies and holds [REV.IO](#) harmless for any administration and ACH activity initiated by [REV.IO](#) or its employees. If required by [REV.IO](#), or any other financial institution where the Operating Account is maintained, Submerchant agrees to sign any other additional documents to authorize the deposits and withdrawals, including without limitation, ACH Transactions. Submerchant waives any claims for loss or damage arising out of any charges or debits to the Operating Account against any other designated financial institution where the account is maintained.

H. Retention of Sales Information. Submerchant shall store all sales/service drafts and Transaction records in a limited access area for at least one year after the date of sales. Submerchant shall retain all original sales drafts or legible microfilm or electronic copies of all sales drafts and Transaction records for at least three years. Submerchant is responsible for maintaining complete backup



records of all information relating to its patient's/customers' orders, inquiries, purchases, sales and any other patient/customer information.

4. **SECURITY INTEREST; RESERVE; SETOFF RIGHTS.**

A. Security Interest and Lien. Submerchant hereby grants a security interest and lien upon the Operating Account or any substitute account now and in the future and all proceeds thereof to [REV.IO](#) to secure all fees, costs, and charges due in accordance with this Agreement, including all fees indicated in the [REV.IO](#) Application or any other agreement between you and [REV.IO](#), including without limitation, Chargebacks, Return Entries, refunds and Card Brand fees or fines (the "Amounts Due"). In the exercise of its rights with regard to the security interest and lien, [REV.IO](#) may only debit the Operating Account to the extent of the then existing amounts due and shall only do so if [REV.IO](#) becomes reasonably concerned about whether the Submerchant will otherwise fulfill its financial obligations. Submerchant shall provide such documentation as required by [REV.IO](#) in connection with the security interest and lien. The security interest and lien granted herein shall survive the termination of this Agreement until all amounts due are determined and paid in full.

Submerchant hereby authorizes [REV.IO](#) to prepare all documents or to take other actions reasonably necessary to perfect its security interest or lien in the Operating Account or any substitute account therefor.

B. Establishment of Reserve Account. We may withhold funds by temporarily suspending or delaying payouts of proceeds to you and/or designate an amount of funds that you must maintain in your Operating Account or in a separate reserve account ("Reserve") to secure the performance of your obligations under any agreement between you and [REV.IO](#). We may require a Reserve for any reason related to your use of the Services. The Reserve will be in an amount as



reasonably determined by us to cover potential losses to [REV.IO](#). The Reserve may be raised, reduced or removed at any time by [REV.IO](#), in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in [REV.IO](#)'s favor, or otherwise as [REV.IO](#) or Acquirer may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated the Services, including any funds (a) deposited by you, (B) due to you, or © available in your Operating Account, or other payment instruction registered with us. You authorize us to make any withdrawals on debits from the Reserve or your Operating Account, without prior notice to you, to collect amounts that you owe us. You shall have no ability to make withdrawals from the Reserve Account without the written consent of [REV.IO](#).

C. Funding of Reserve Account. The Reserve Account may be funded by deduction from payments due Submerchant, a charge against the Operating Account, or against any of Submerchant's accounts at the financial institution at which Submerchant maintains the Operating Account. Subject to [REV.IO](#)'s approval and agreement, the reserve may be funded by an irrevocable letter of credit. The amount required to be maintained in the Reserve Account and the terms and conditions for maintaining the account shall be established by [REV.IO](#), in its discretion.

D. Additional Reserve. Upon termination of this Agreement, [REV.IO](#) may require an additional reserve to cover possible indebtedness to [REV.IO](#) for Transactions initiated prior to termination. This Reserve Account will be maintained for a minimum of six (6) months from the termination date or until such time as [REV.IO](#) determines that the release of the funds to Submerchant is prudent, in the best interest of [REV.IO](#), commercially reasonable and Submerchant's account with [REV.IO](#) is fully resolved. Upon expiration of this



period, any balance remaining in the Reserve Account will be paid to Submerchant. [REV.IO](#) will inform Submerchant in writing of any charges debited to the Reserve Account during this period.

E. Set-Off Rights. To the extent permitted by law, we may set off against the proceeds for any obligation you owe us under any agreement with [REV.IO](#) (e.g., Chargebacks or refunds). If you owe us an amount that exceeds your cumulative incoming proceeds, we may debit the Operating Account. Your failure to fully pay amounts that you owe us on demand will be a breach of these terms. You are liable for any of our costs associated with collection in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest.

F. Auditing and Credit Investigation. Submerchant authorizes [REV.IO](#), or its respective agents, to investigate the background and personal credit history of any of the principals and employees associated with Submerchant's business from time to time, and to obtain a business report on Merchant's business from Dunn & Bradstreet or any company providing a similar service. [REV.IO](#) may terminate this Agreement if the information received in any investigation is unsatisfactory in [REV.IO](#)'s sole discretion. [REV.IO](#) may also audit from time to time Submerchant's compliance with the terms of this Agreement. Submerchant shall provide all information requested by [REV.IO](#) necessary to complete the audit. Upon [REV.IO](#)'s request, Submerchant shall provide all of its books and records, including financial statements for Submerchant and personal financial statements for all guarantors. Submerchant authorizes [REV.IO](#) to make on-site visits to any and all of the Submerchant's locations with regard to all information necessary or pertinent to the Services.



5. ***SUBMERCHANT REPRESENTATIONS AND WARRANTIES.***

A. Without limiting any other warranties hereunder, you represent, warrant and covenant with us and with the submission of each card transaction, the following representations, warranties and/covenants:

- i. Each transaction is genuine and arises from a bona fide transaction, permissible under the Operating Rules and Applicable Law, by the Cardholder directly with you;
- ii. Each transaction represents a valid obligation for the amount shown on the sales draft and does not involve the use of a card for any other purpose;
- iii. Each transaction represents an obligation of the related Cardholder for the amount of the transaction;
- iv. The amount charged for each Card Transaction is not subject to any dispute, set off or counterclaim;
- v. Each transaction amount is only for respective merchandise or services (including taxes, but without any surcharge) sold, leased, or rented to a Cardholder by you and, except for any delayed delivery or advance deposit transactions expressly authorized by this Agreement, that merchandise or service was actually delivered to or performed for the Cardholder entering into that transaction simultaneously upon your accepting and submitting that transaction for processing;
- vi. With respect to each transaction, you have no knowledge or notice of any fact, circumstance, or defense which would indicate that such transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that transaction or relieve that Cardholder from liability with respect thereto;



vii. Each transaction is made in accordance with this Agreement

and

Applicable Law; and Each sales draft is free of any alteration not authorized by the related Cardholder.

Further, you are authorized to carry on your own business as it is conducted and to enter into this Agreement. You further represent that no other authorizations, consents, or approvals are required in connection with the validity and enforceability of this Agreement or your execution, delivery, and performance of this Agreement. You have not changed the nature of your business, card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different merchant category code under Operating Rules, in a way not previously disclosed to us. You will use the Services only for your own proper business purposes and will not resell, directly or indirectly, any part of the Services to any person. You, or your third-party service providers, have not filed, or intend to file, a bankruptcy petition not previously disclosed to us. All information and data you provide to us, or for which you engage a third party to provide to us, is complete, truthful, accurate, valid, your lawful property, and you have the right to communicate such information. You own or otherwise have the full right and authority to use and disseminate all information, data, graphics, text, video, music, or other intellectual property which forms a part of your website, or which you use in your advertising. You and your third-party service providers are legally authorized to sell any product or services offered and have obtained all necessary regulatory approvals and certificates (hereafter, "Certificates"). You will provide us any copies of Certificates immediately upon receipt of our request.



6. **TERM AND TERMINATION.**

A. Term. This Agreement shall become effective on the Effective Date, and, unless sooner terminated in accordance with this Agreement, shall remain in effect for a term of three (3) years (the “Initial Term”). At the end of the Initial Term, this Agreement shall renew automatically for successive terms of one year, unless either Party provides written notice of termination to the other Party as set forth herein. All existing obligations, warranties, indemnities, and agreements with respect to Transactions entered into before such termination shall remain in full force and effect and Submerchant shall remain liable for all obligations to any Payor, [REV.IO](#) incurred prior to the termination of this Agreement.

B. Termination of Services. [REV.IO](#) and/or the Card Brands may terminate your use of the Services and/or this Agreement at any time for any reason. Any termination of these terms does not relieve you of obligations to pay fees or costs accrued prior to termination, Chargebacks, and any other amounts owed to us as provided in this Agreement, including the General Terms, or any other agreement between you and [REV.IO](#). Any funds that we are holding in custody for you at the time of closure, less any applicable fees, will be paid out according to your payout schedule, subject to other conditions in this Agreement. If an investigation is pending at the time you close your [REV.IO](#) account, we may hold your funds as described herein. If you are later determined to be entitled to some of the funds, we will release those holds for you.

C. Suspension of Services. [REV.IO](#) may, in its sole discretion, suspend the Services at any time in its reasonable discretion upon notice to you. [REV.IO](#) may selectively terminate one or more of Submerchant’s approved locations or certain Services without terminating this Agreement. Submerchant’s obligations with respect to any Transaction shall be deemed incurred and existing on the posted



transaction date of the Transaction.

D. Deconversion Fees. If this Agreement is terminated and Submerchant requests assistance from [REV.IO](#) with moving to a new processor, Submerchant agrees to pay [REV.IO](#) for its then current-fees associated with such deconversion services as provided by [REV.IO](#); provided, however, in no event shall [REV.IO](#) be obligated to provide deconversion services to Submerchant.

E. If, prior to the date on which the then-current term of this Agreement is scheduled to expire, either this Agreement is terminated by [REV.IO](#) as specifically permitted by this Agreement, or Submerchant for any reason discontinues receiving the Services from [REV.IO](#) (except as may be specifically permitted by this Agreement), Submerchant shall be liable to [REV.IO](#) for liquidated damages in an amount equal to the average monthly revenue payable to [REV.IO](#) as a result of this Agreement or any other agreement between you and [REV.IO](#) for the three calendar months in which such revenue was the highest during the preceding 12 calendar months, or such shorter period if this Agreement has not been in effect for 12 months, multiplied by the number of months remaining during the then-current term of this Agreement. Submerchant recognizes and agrees that the liquidated damages are fair and reasonable because it is not possible to establish the actual increase in volume and activity by Submerchant during the term of this Agreement. Notwithstanding anything to the contrary, Submerchant shall also reimburse [REV.IO](#) for any damage, loss or expense incurred by [REV.IO](#) as a result of a breach by Submerchant, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by [REV.IO](#) in connection with this Agreement. All such amounts shall be due and payable by Submerchant upon demand.



7. **FEES.** Submerchant agrees to pay all fees, including, but not limited to processing fees, monthly service fees and set-up fees as specified on the [REV.IO](#) Application, Pricing Schedule, and in accordance with this Agreement and any other agreement between you and [REV.IO](#). Submerchant also agrees to pay [REV.IO](#), as applicable, the amount of any fees, charges, or penalties assessed against [REV.IO](#), as applicable, by any Card Brand, Issuer, Acquirer, Bank, NACHA, or any other third party.

A. Third Party Assessments. Notwithstanding any other provision of this Agreement, Submerchant shall be responsible for all amounts imposed or assessed to Submerchant, [REV.IO](#), Acquirer, or Bank in connection with this Agreement by third parties such as, but not limited to, Card Brands and third-party service providers (including telecommunication companies) to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of Acquirer, Bank or [REV.IO](#), as applicable. Such amounts include, but are not limited to, fees, fines, assessments, penalties, loss allocations etc. Any changes or increases in such amounts shall automatically become effective upon notice to Submerchant. In the event that Acquirer assesses [REV.IO](#) with the cost of funds associated with a circumstance where Acquirer, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Submerchant shall be fully responsible for any portion of such assessment that is attributable to the Services for Submerchant.

B. Late Fees. If Submerchant does not pay sums due to [REV.IO](#) within 30 days of the invoice date, [REV.IO](#) may charge and Merchant agrees to pay a late fee of 1.5% per month on the outstanding balance, or the highest amount allowed by law, whichever is less.

C. Collection Charges. Should [REV.IO](#) take any action against Submerchant to collect sums due hereunder, Submerchant agrees to pay all costs associated



with such collection efforts, including but not limited to reasonable attorney's fees.

D. Taxes, Information Filings and Backup Withholding. Submerchant agrees to pay all federal, state, and local sales, use, income, property and excise taxes, which may be assessed in connection with the Services and related products provided under this Agreement. Submerchant agrees and understands that [REV.IO](#) or its designee will provide information reporting to the Internal Revenue Services and applicable state treasurers for all reportable payment transactions of Submerchant as defined in IRC § 6050W. If necessary, [REV.IO](#) or its designee will conduct backup withholding on the revenue generated by the reportable payment transactions of the Submerchant.

8. ***INDEMNIFICATION AND LIMITATIONS OF LIABILITY.***

A. Indemnification. Submerchant shall indemnify, defend, and hold harmless [REV.IO](#), and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by [REV.IO](#), its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement, Submerchant's payment activities, the business of Submerchant or its customers, any sales transaction acquired by Acquirer or Member Bank, any noncompliance with the Operating Rules (or any rules or regulations promulgated by or in conjunction with the Card Brands) by Submerchant or its agents (including any TPSP), any issue, problems, or disputes between Acquirer and any Submerchant, or Bank and Submerchant, any Data Incident, any infiltration, hack, breach, or violation of the processing system of Submerchant's, TPSP, or any other third party processor or system, or



by reason of any breach or nonperformance of any provision of this Agreement, on the part of Submerchant, or its employees, agents, TPSPs, or customers. The indemnification obligations hereunder shall survive the termination of the Agreement.

“Data Incident” is defined as any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of a Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

B. Limitation of Liability. Neither Party shall be liable for lost profits (except as expressly provided otherwise herein), lost business or any incidental, special, consequential or punitive damages (whether arising out of circumstances known or foreseeable by the other Party) suffered by such Party, their customers or any third party in connection with the Services. However, nothing in the foregoing sentence is in any way intended, and shall not be construed, to limit (i) Submerchant’s obligation to pay any fees, assessments or penalties due under this Agreement, including but not limited to those imposed by telecommunications services providers, VISA, MasterCard and/or other Card Brand(s); or (ii) any damages due from Submerchant related to the failure by Submerchant to exclusively receive the Services from [REV.IO](#); or (iii) Submerchant’s obligation to indemnify [REV.IO](#) pursuant to this Agreement. In no event will [REV.IO](#) be liable for any damages or losses (i) that are wholly or partially caused by Submerchant, or its employees, agents, or TPSPs. Further, [REV.IO](#) shall not be liable to Submerchant or Submerchant’s patients/customers or any other person for any of the following:



i. Any loss caused by a Transaction downgrade resulting from defective or faulty software or equipment; or

ii. Any loss or liability resulting from the product or service of a third party.

C. Limitation of Damages. [REV.IO](#) SHALL NOT BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES TO SUBMERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES TO BE PERFORMED BY [REV.IO](#) PURSUANT TO THIS AGREEMENT. IN NO CASE SHALL SUBMERCHANT BE ENTITLED TO RECOVER DAMAGES FROM [REV.IO](#) BANK THAT EXCEED THE FEES RETAINED BY [REV.IO](#) FROM THIS AGREEMENT DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

D. Warranty Disclaimer. SUBMERCHANT ACKNOWLEDGES THAT [REV.IO](#) HAS NOT PROVIDED ANY WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREIN. SHOULD THERE BE ERRORS, OMISSIONS, INTERRUPTIONS, OR DELAYS RESULTING FROM [REV.IO](#)'S PERFORMANCE OR FAILURE TO PERFORM OF ANY KIND, [REV.IO](#)'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS, IF COMMERCIALY REASONABLE. SUBMERCHANT HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND SUBMERCHANT HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

9. **NOTICE.** Except for notices provided by [REV.IO](#) to Submerchant on the Submerchant Statement, all notices, requests, demands or other instruments,



which may be or are required to be given by any Party herein, shall be in writing and each shall be deemed to have been properly given (i) three Business Days after being sent by certified mail, return receipt requested or (ii) upon delivery by a nationally recognized overnight delivery service to the addresses listed herein for the respective Parties. Notices shall be addressed as follows:

If to [REV.IO](#) :

[Rev.io](#)

3340 Peachtree Rd, Suite 2850,

Atlanta, GA 30326 [REV.IO](#)

Attn: CEO

If to Submerchant:

The address as provided for in the Sub-Merchant [REV.IO](#) Application

Any Party may change the address to which subsequent notices are to be sent by notice to the other Parties given as set forth above in this Section.

10. **EXCLUSIVITY.** [REV.IO](#) reserves the right to enter into other agreements pertaining to the Services with others including without limitation other merchants, payment processors, or banks.

11. **AMENDMENTS.**

A. Fees and Charges. Pass-through charges from third parties, including, but not limited to, Payment Card Processing assessments and interchange or ACH related fees may be changed by such third parties from time to time. [REV.IO](#) will provide Submerchant with as much notice as is reasonably possible in the event of any such changes in pass-through charges. From time to time, [REV.IO](#) may change all non-pass through rates, fees and charges set forth in the Agreement. [REV.IO](#) will provide a minimum of 30 days written notice to Submerchant of all amendments to non-pass through rates, fees, and charges.



Notice may be given on the Submerchant Statement.

B. Amendment by [REV.IO](#). [REV.IO](#) may amend or modify this Agreement and any such amendment or modification will be effective and binding on Submerchant upon notice. Submerchant's continued use of Services after the effective date of any such amendment or modification shall signify Submerchant's acceptance of, and agreement to, abide by the terms and conditions contained in any such amendment or modification.

12. ***MISCELLANEOUS.***

A. Rights to Dispute Charges; Reports; Invoices. You expressly agree that your failure to notify us that you have not received any settlement funds within three (3) business days from the date that settlement was due to occur, or fail to reject any report, notice, or invoice within thirty (30) business days from the date the report or invoice is made available to you, shall constitute your acceptance of the same. In the event you believe that [REV.IO](#) has failed in any way to provide the Services, you agree to provide [REV.IO](#) with written notice, specifically detailing any alleged failure, within sixty (60) days of the date on which the alleged failure first occurred.

B. Investigations. Submerchant shall assist [REV.IO](#) in any and all investigations of Transactions in a timely manner and will provide written reports of investigated transactions to [REV.IO](#) upon [REV.IO](#)'s request.

C. Confidentiality. Neither Party shall disclose to any third Party the Confidential Information disclosed by the other Party and shall not use any such Confidential Information for any purpose other than the purpose for which it was originally disclosed to the receiving Party. Each Party agrees to treat Confidential Information with the same degree of care and security as it treats its most confidential information, but in no circumstance less than a reasonable degree of



care. Each Party may disclose such Confidential Information to employees and agents who require such knowledge to perform services under this Agreement, provided that such employees and agents are subject to obligations of confidentiality in regards to the protection of the Confidential Information no less binding than those set forth herein. Confidential Information shall not include information that (i) is known to the receiving Party at the time it receives Confidential Information; (ii) has become publicly known through no wrongful act of the receiving Party; (iii) has been rightfully received by the receiving Party from a third Party authorized to make such communication without restriction; (iv) has been approved for release by written authorization of the disclosing Party; or (v) is required by law to be disclosed. In the event either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, the recipient shall promptly notify each other Party of such receipt and may, thereafter, comply with such subpoena or process to the extent permitted by law. The terms and conditions and commissions associated with this Agreement are specifically included in the definition of Confidential Information. The obligations of the Parties under this Section will survive termination of this Agreement for whatever reason, and will bind the Parties, their successors and assigns.

D. Independent Contractor. In the performance of its duties herein, each Party shall be an independent contractor, not an employee or agent of the other Party.

E. Cooperation. In their dealings with one another, each Party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the matters contemplated by this Agreement.

F. Entire Agreement. This Agreement supersedes any other agreement, whether written or oral, that may have been made or entered into by any Party (or by any officer or officers of any Party) relating to the matters covered herein



and constitutes the entire agreement of the Parties hereto. In the event that there is a conflicting term between the Merchant Application and the General Terms, the General Terms supersede the [REV.IO](#) Application.

G. Assignment. This Agreement may not be assigned by Submerchant without the prior written consent of [REV.IO](#). A change in control of Submerchant as a result of a sale, reorganization, merger or otherwise, shall be deemed an assignment and shall require the written consent of [REV.IO](#).

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

I. Governing Law, Arbitration. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to its principles of conflict of laws. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Card Brand under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be in California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

J. Power of Attorney. Submerchant appoints [REV.IO](#) as its attorney-in-fact to execute such documents as necessary or desirable to accomplish perfection of any security interests. The appointment is coupled with an interest and shall be irrevocable as long as Submerchant owes any amount to [REV.IO](#).

K. Attorneys' Fees. If [REV.IO](#) takes legal action against Submerchant for any amounts due to [REV.IO](#) or if Submerchant is required to indemnify [REV.IO](#) pursuant to this Agreement, Submerchant shall pay reasonable costs and attorneys' fees incurred by [REV.IO](#) whether suit is commenced or not. Attorneys' fees are due whether or not an attorney is an



employee of [REV.IO](#), or its affiliates.

L. Setoff. In addition to any other legal or equitable remedy available to it in accordance with this Agreement or by law, [REV.IO](#) may set off any amounts due to [REV.IO](#) under this Agreement against (i) any amounts which [REV.IO](#) would otherwise deposit to the Operating Account, (ii) any other amounts [REV.IO](#) may owe Submerchant under this Agreement, or (iii) against any property of Submerchant in the possession or control of [REV.IO](#).

M. No Waiver. Any delay, waiver, or omission by a Party to exercise any right or power arising from any breach or default of the other Party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other terms, provisions or covenants on the part of the Party. Any waiver shall not be deemed to modify any of the terms of the Agreement. All remedies afforded by this Agreement for a breach hereof shall be cumulative.

N. Bankruptcy. Submerchant shall notify [REV.IO](#) within five days upon filing of voluntary or involuntary bankruptcy proceedings by or against Submerchant. The Parties acknowledge that this Agreement constitutes an extension of financial accommodations by [REV.IO](#) to Submerchant within the meaning of Section 365 of the Bankruptcy Code. The right of Submerchant to receive any amounts due from [REV.IO](#) hereunder is expressly subject and subordinate to Chargebacks, Return Entries, recoupment, lien, set-off and security interest rights of [REV.IO](#) regardless of whether such Chargebacks, Return Entries, recoupment, lien, set-off and security interest rights are claims that are liquidated, unliquidated, fixed, contingent, matured, or un-matured.

O. Compliance with Laws. Submerchant represents and warrants that it has obtained all necessary regulatory approvals, certificates and licenses to provide any services it intends to offer and that it is in compliance with the regulations of



the Federal Trade Commission and the Federal Communications Commission and shall comply with all present and future federal, state and local laws and regulations of the United States pertaining to Transactions, including, without limitation, the Federal Fair Credit Reporting Act, the Federal Truth-in-Lending Act, the Electronic Fund Transfers Act, the Federal Equal Credit Opportunity Act, as amended, and the Telephone Disclosure and Dispute Resolution Act, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and the Standards for Security of Electronic Protected Health Information (the “Security Rule”) promulgated thereunder, the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the “HITECH Act”) and the regulations implementing the HITECH Act, as applicable.

P. Survival. In the event of termination, all obligations of Submerchant incurred or existing under this Agreement prior to termination shall survive the termination.

Q. Force Majeure. [REV.IO](#) shall be excused from performing any of its obligations under this Agreement that are prevented or delayed by any occurrence not within [REV.IO](#)'s control including, but not limited to, strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, war, riots, emergency conditions, interruption of transmission or communications facilities, equipment failure, or any regulation, rule, law, ordinance or order of any federal, state or local government authority.

R. Severability. If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be, inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences,



clauses or sections herein contained shall not affect the remaining portions of this Agreement or any part hereof. It is the Parties' desire that if any provision of this Agreement is determined to be ambiguous, then the rule of construction that such provision is to be construed against its drafter shall not apply to the interpretation of the provision.

APPENDIX I TO TERMS OF SERVICE

Definitions

"ACH" means the Automated Clearing House.

"ACH Network" means the funds transfer system (network) governed by the Operating Rules providing for the inter-financial institution clearing of electronic entries for participating financial institutions.

"ACH Transaction" means the acceptance of a check, whether in electronic or paper form, or routing and account information associated with Payor's bank account for payment for goods sold and/or leased or services provided to Payor by Merchant and receipt of payment by Merchant via the ACH Network.

"Account" means a demand deposit account or other deposit account [REV.IO](#) or Submerchant has with a financial institution that is permitted to be linked to a Service.

"Acquirer" shall mean Vantiv, which is the entity contracted by [REV.IO](#) to submit sales drafts and transaction information to the Card Brands on behalf of [REV.IO](#) and to receive and pay to [REV.IO](#) settlement funding for such sales transactions.

"Address Verification" means a service that allows Submerchant to verify Cardholder's billing address with Issuer.

"Agreement" consists of the [REV.IO](#) Application, General Terms, and/or Transaction Services Agreement including all appendices, schedules, exhibits and attachments.

"Authorization" means an affirmative response by or on behalf of an Issuer, to Submerchant's request to affect a Payment Card Processing Transaction, that a Payment Card Processing Transaction is within the Cardholder's available credit limit and that the Cardholder has not reported the Card lost or stolen. All Payment Card Processing Transactions require Authorization.

"Bank" shall mean Fifth Third Bank, which is the financial institution contracted by [REV.IO](#) that is a member of the Card Brands and provides Card Brand sponsorship for card transactions submitted by [REV.IO](#) for processing.

"Business Day" means any day other than: Saturday or Sunday; or a day on which banking institutions in Arizona are authorized by law or executive order to be closed; or a day on which the Federal Reserve Bank is closed.

"Card(s)" means a Visa, MasterCard, American Express or Discover Network



credit card or debit card.

“**Card-Not-Present**” means mail order, telephone order, e-commerce (Internet) order, or other transactions that are not Card-Present Transactions.

“**Card-Present Transaction**” means a Payment Card Processing Transaction in which the Card is swiped through a terminal, register or other device, capturing the Card information encoded on the magnetic strip or Chip.

“**Cardholder**” means a person authorized to use a Card.

“**Chargeback**” means a Payment Card Processing Transaction that [REV.IO](#) returns to Submerchant pursuant to this Agreement.

“**REV.IO Application**” or “Application” means the document by which Submerchant applies to participate in Transactions using our products and services.

“**Confidential Information**” means any information of a Party (including, without limitation, information received from third parties) disclosed to another Party, which is identified as, or should be reasonably understood to be, confidential to the disclosing Party or a third party, including, but not limited to non-public financial information that is personally identifiable to a customer, know-how, trade secrets, technical processes and formulas, software, merchant lists, unpublished financial information, business plans, projections, marketing data and the terms and conditions of this Agreement.

“**CVV/CID**” means a service that allows Submerchant to verify Cardholder’s possession of Card through the identification of unique digits on Card.

“**eCheck Processing**” means the acceptance of an ACH or EFT transaction for payment of goods sold or services provided to bank account holders by Submerchant and receipt of payment by Submerchant via the ACH Network, whether the transaction is approved, declined, or processed as a NOC or other exception.

“**Effective Entry Date**” means the date placed on an ACH Transaction by the Originator of the transaction or the ODFI. The Effective Entry Date is normally the date the transfer is intended to take place; it must be a future date and must be a Business Day. The Effective Entry Date may be, but is not necessarily always, the same date as the settlement of funds.

“**Electronic Funds Transfer Act**” means the law passed by the US congress in 1978, which set out the rights and obligations of consumers and their financial institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank’s Regulation E.

“**Entries**” means credit Entries, debit Entries, on-us Entries consistent with the NACHA Operating Rules, and any data for entries or any pre-notification entries.

“**Entry Settlement Limit**” means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Submerchant by [REV.IO](#) in writing from time to time.

“**File**” means a group of ACH entries stored for delivery to an ACH receiving point.



“Forced Sale” means a Payment Card Processing Transaction processed without an approved electronic authorization number being obtained for the full amount of the sales Transaction at the time the Transaction is processed.

“In-Process Entries” means the aggregate dollar amount of all credit or debit Entries initiated by [REV.IO](#) and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries. “Issuer” means an Card Brand member that issued a Card to a Cardholder.

“IVR” means interactive voice response unit used for an Authorization.

“Member Bank” shall collectively refer to Acquirer and Bank.

“NACHA” means the National Automated Clearing House Card Brand, which governs ACH Transactions.

“ODFI or Originating Depository Bank” means financial institutions that originate ACH Transactions on behalf of its customers. ODFIs must abide by NACHA Rules.

“Operating Account” means a demand deposit account at a financial institution through which fees, charges and credits due in accordance with this Agreement may be processed. Operating Account shall be used to describe all accounts established by the Submerchant for the purposes described herein.

“Originator” means a company, individual, or entity that initiates entries into the ACH Network.

“Overlimit Entry” means an Entry the amount of which would cause the aggregate amount of In- Process Entries to exceed the Entry Settlement Limit.

“Password” means confidential, unique personal numbers, codes, marks, signs, public keys, or other information composed of a string of characters used as a means of authenticating and accessing a Service.

“Payment Card Processing” means the acceptance of a Card or information embossed on the Card for payment for goods sold and/or leased or services provided to Cardholders by Submerchant and receipt of payment from [REV.IO](#) , whether the transaction is approved, declined, or processed as a Forced Sale.

“Payor” means a person authorized to use a Card or pay with a check.

“Pre-Authorized Recurring Order Transactions” means Transactions which have been pre- authorized by the Cardholder and for which the goods or services are to be delivered or performed in the future by Submerchant without having to obtain approval from the Cardholder each time.

“Pre-notification Entry” means a non-dollar Entry entered prior to a dollar Entry to verify the accuracy of the routing and account numbers.

“Processing Services” means the Services.

“RDFI” or “Receiving Depository Bank” means a financial institution qualified by NACHA to receive ACH Transactions.

“Regulation E” means the regulation published by the “Federal Reserve.”

“Return Entry” or “Return Entries” means any item, which cannot be



processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

“Rules” means the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of VISA, MasterCard, Discover, American Express and/or other networks, and all other applicable rules, regulations and requirements of Member Bank, [REV.IO](#), providers, banks, institutions, organizations, Card Brands, or networks which govern or affect any services provided under this Agreement, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of Submerchant, including, but not limited to, those of the National Automated Clearing House Card Brand (“NACHA”) and the Federal Trade Commission (“FTC”), as any or all of the foregoing may be amended and in effect from time to time, and the regulations and requirements of Member Bank or [REV.IO](#).

“SEC Codes” or “Standard Entry Class Codes” means the three-character code within an ACH company/batch header, which identifies the type of transactions.

“Security Procedures” means, unless [REV.IO](#) and Submerchant agree otherwise, the security requirements and procedure necessary to verify the authenticity of Entries.

“Services” means the Transaction processing services provided by [REV.IO](#) under this Agreement and features of those services that [REV.IO](#) may provide from time to time. Transaction processing services shall include Payment Card Processing Services, eCheck Processing Services, or both, depending upon whether Submerchant applies for the Services set forth in Appendix II or Appendix III, or both.

“Settlement Date” means the date, on which settlement occurs, i.e., funds actually change hands as a result of an ACH entry.

“Submerchant Statement” means a statement of all charges and credits to the Operating Account.

“Transaction” means an eCheck Processing Transaction or a Payment Card Processing Transaction, as applicable. “Transaction” also includes credits and voids.

APPENDIX II TO TERMS OF SERVICE

PAYMENT CARD PROCESSING

[REV.IO](#) shall provide, and Submerchant shall receive, the services described below (the “Payment Card Processing Services”). Submerchant agrees that pursuant to any such Payment Card Processing Services it will be receiving under the terms of the Agreement it will also be bound by the terms and conditions of this Appendix II. Submerchant acknowledges that no other agreements or understandings pursuant to such Payment Card Processing



Services, unless otherwise stated by [REV.IO](#), shall be applicable to the Payment Card Processing Services.

1. **PAYMENT CARD PROCESSING.** Submerchant is in the business of selling and/or leasing goods or providing services to its patients/customers as described in the [REV.IO](#) Application. Submerchant has requested and [REV.IO](#) has agreed to permit Submerchant's participation in the Processing Services. Submerchant agrees that it will not materially change its business or the method in which it markets or sells its goods and services without notifying [REV.IO](#). Without the prior written consent of [REV.IO](#), Submerchant is not authorized to process Payment Card Processing Transactions for payment for any other type of goods or services other than as set forth in the [REV.IO](#) Application. [REV.IO](#) reserves the right to establish certain limits on volume of daily, weekly, and monthly transactions and dollar limits per Payment Card Processing Transaction that Submerchant may process.

2. **[REV.IO](#) OBLIGATIONS AND REQUIREMENTS.**

A. **[REV.IO](#) will provide Payment Card Processing Services to Submerchant.** [REV.IO](#) agrees to sponsor Submerchant's acceptance of cards for Payment Card Processing Transactions. [REV.IO](#) agrees to provide Submerchant with the Payment Card Processing Services indicated on the [REV.IO](#) Application, as amended from time to time by [REV.IO](#), during the term of the Agreement, subject to the terms and conditions of the Agreement.

B. **Electronically Transmitted Transactions.** [REV.IO](#) shall deliver payment to Submerchant by a credit to the Operating Account equal to the reconciled summary of Submerchant's total summary Payment Card Processing Transactions since the previous credit. This credit will be net of following charges:



i. The sum of all Cardholder charges denied, refused or charged back;

ii. All refunds processed on account of Cardholders during said time period;

iii. All taxes, penalties, charges and other items incurred by [REV.IO](#) that are reimbursable pursuant to this Agreement; and

iv. Fees, including but not limited to an amount equal to a specified percentage of the total cash price of each draft (“Merchant Discount Rate”), a specified amount per Payment Card Processing Transaction (“Transaction Fee”), any processing fees collected from cardholder (convenience fee and or payment plan setup fees) and additional fees such as a monthly terminal fee, monthly statement fee, installation fees and any other fees identified on the [REV.IO](#) Application.

v. Provisional Credit. Any credits to the Operating Account are provisional only and subject to revocation by [REV.IO](#) until such time that the Payment Card Processing Transaction is final and no longer subject to chargeback by the Issuer, Cardholder, or Card Brands.

C. Submerchant Statement. [REV.IO](#) shall make available a Submerchant Statement or similar information on no less than a monthly basis. All information appearing on the Submerchant Statement shall be deemed accurate and affirmed by Submerchant unless Submerchant objects by written notice specifying the particular item in dispute within twenty (20) days after the date of the Submerchant Statement became available to Submerchant. Delivery of the Merchant Statement may be in written or electronic form as determined by [REV.IO](#) in its sole discretion

D. Chargebacks. Submerchant understands and agrees that [REV.IO](#) is not in any way financially responsible for Chargebacks. [REV.IO](#) shall be authorized to chargeback to Submerchant any Payment Card Processing Transactions as specified throughout this Agreement and for reasons including, but not limited to,



the following:

- i. No specific prior authorization for the Payment Card Processing Transaction was obtained;
- ii. The Payment Card Processing Transaction was made at or by a Merchant or Submerchant other than the Submerchant named in this Agreement;
- iii. The Payment Card Processing Transaction otherwise violates the terms of this Agreement or any other Card Brand or Issuer bylaw, rule, regulation, policy or guideline;
- iv. Any representation or warranty made by Submerchant in connection with the Payment Card Processing Transaction is false or inaccurate in any respect;
- v. The Payment Card Processing Transaction was based on a pre-authorization form and the Card on which the Authorization was based has been cancelled;
- vi. The Card giving rise to the Payment Card Processing Transaction was cancelled prior to, or at the time of, the Payment Card Processing Transaction;
- vii. The Card expired prior to the date of the Payment Card Processing Transaction or the date of Payment Card Processing Transaction was prior to the validation date, if any, indicated on the Card;
- viii. The information required for Documenting Payment Card Processing Transactions Card-Not-Present Transactions was not submitted to [REV.IO](#);
- ix. [REV.IO](#) or Issuer has received a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Submerchant and Cardholder;
- x. The Cardholder makes a written complaint to [REV.IO](#) or Issuer that the Cardholder did not make or authorize the Payment Card Processing Transaction;
- xi. A setoff or counterclaim of any kind exists in favor of any Cardholder against Submerchant that may be asserted in defense of an action to enforce payment against the Cardholder in a Payment Card Processing Transaction; or



xii. A Payment Card Processing Transaction is charged back by an Issuer. In any case, including those defined above, [REV.IO](#) shall not be obligated to accept a Payment Card Processing Transaction for credit to the Operating Account. If [REV.IO](#) has credited the Operating Account or Reserve Account for such Payment Card Processing Transaction, [REV.IO](#) may return the Payment Card Processing Transaction to the Submerchant, and [REV.IO](#) shall recover the amount of the Transaction from the aforementioned account. Submerchant agrees that [REV.IO](#), without prior notice to Submerchant, may:

- i. Charge the amount of the Payment Card Processing Transaction to the Operating Account or Reserve Account;
- ii. Recoup the amount of the Payment Card Processing Transaction by adjustment of the credits due to Submerchant or
- iii. Set off the amount of the Payment Card Processing Transaction against any account or property [REV.IO](#) holds for or on behalf of Submerchant.

3. ***SUBMERCHANT OBLIGATIONS AND REQUIREMENTS.***

A. Adjustments and Returns. Submerchant will maintain a fair exchange and return policy and make adjustments with respect to goods and services sold or leased to its customers whenever appropriate. In the event that goods are returned, or any services are discounted, written off, or cancelled, or any price is adjusted on a Payment Card Processing Transaction, Submerchant will prepare and transmit a credit or return Payment Card Processing Transaction, either electronically or by paper, for the amount of the adjustment as a deduction from the total amount of sales drafts transmitted that day. In the event the amount of credit or return transactions exceeded the amount of sales draft transactions, [REV.IO](#) shall charge the Operating Account for the excess. Submerchant shall make no cash refunds on Payment Card Processing



Transactions and shall handle all credit adjustments as provided in this Section. Sales drafts for any Payment Card Processing Transaction for which no refund or return will be given must be conspicuously marked as a “final sale” and “no returns” on the customer’s copy of the sales draft at the time of the Payment Card Processing Transaction. All Submerchants must follow Visa, MasterCard, American Express, and Discover Network reservation/no-show policy. All Submerchants must notify Cardholders in writing of this policy on all advance reservations. The Cardholder must be notified of the exact number of days required for reservation deposit refunds. A Submerchant not following Visa, MasterCard, and Discover Network reservation/no-show policy may receive a Chargeback to the Operating Account for lodging regulation violations.

B. Customer Complaints. Submerchant shall respond promptly to inquiries from Cardholders and shall resolve any disputes amicably. [REV.IO](#) reserve the right to charge Submerchant reasonable fees and reimbursement, in addition to any applicable Card Brand fees or charges, on account of excessive Cardholder inquiries, refunds, or Chargebacks. Submerchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Submerchant has received notice:

- i. The Cardholder’s name;
- ii. A unique confirmation number, transaction sequence number, or other identifier that the Submerchant can use to reference the transaction in subsequent communications with [REV.IO](#);
- iii. The date and time the Cardholder asserted the claim or defense;
- iv. The nature of the claim or defense; and
- v. The action that Submerchant took in an attempt to resolve the dispute.

Upon request, Submerchant shall furnish [REV.IO](#) with this information in writing within ten (10) days.



4. **COMPLIANCE.**

A. Card Brands' and Issuers' Requirements. [REV.IO](#) and Submerchant shall comply with all by-laws, rules, regulations, policies and guidelines of the Card Brands and any Issuer who's Cards are used to process Transactions in accordance with this Agreement (collectively the "Card Brand Rules"). Summaries of the Card Brand Rules are available for Submerchant s at www.visa, www.mastercard or www.discovernetwork. The Parties agree that this Appendix II, as well as the Agreement where applicable, shall be governed by the Card Brand Rules and that any portion of this Appendix II which conflicts with the Card Brand Rules (as they may be amended from time to time) shall be superseded thereby.

B. Use of Marks. Merchant will display prominently at its place of business, where payments are accepted for card present transactions, Card emblems and other promotional material and literature provided by [REV.IO](#). Subject to the prior written consent of [REV.IO](#) and upon such conditions as authorized by [REV.IO](#), Submerchant may use Card service marks or design marks in its own advertisement and promotional materials.

C. Payment Card Industry Security Requirements. Submerchant agrees to be compliant with the standards set forth by the Payment Card Industry ("PCI") Security Standards Council, as amended by the PCI from time to time.

D. Visa, MasterCard, Discover Network and other card issuers have implemented a program to ensure the protection of cardholder data, whether processed or stored, through a program of validation and compliance. As of the Effective Date of this Agreement, information about the program, known as PCI, and specific requirements can be obtained at www.visa/cisp and www.pcisecuritystandards.org. The program is comprised of 12 major requirements:



- i. Install and maintain a firewall configuration to protect data;
- ii. Do not use vendor-supplied defaults for system passwords and other security parameters;
- iii. Protect stored data;
- iv. Encrypt transmission of cardholder data and sensitive information across public networks;
- v. Use and regularly update anti-virus software;
- vi. Develop and maintain secure systems and applications;
- vii. Restrict access to data by business need-to-know;
- viii. Assign a unique ID to each person with computer access;
- ix. Restrict physical access to cardholder data;
- x. Track and monitor all access to network resources and cardholder data;
- xi. Regularly test security systems and processes; and
- xii. Maintain a policy that addresses information security.

E. You will immediately notify us of any suspected, alleged, or confirmed compromised data (“Compromised Data Event”), regardless of the source, including any from any of your third-party service providers. We or servicers may engage a forensic vendor approved by an Card Brand. You must cooperate with the forensic vendor so that it may immediately conduct an examination of your equipment, systems, and your third-party service providers’ procedures and records and issue a written report of its findings. You agree that upon your suspected or actual discovery of a Compromised Data Event, you will not alter or destroy any related records. You agree to maintain complete and accurate documentation regarding any modifications made to the records. You will share with us and our servicers information related to your or any Card Brands’ investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and we and



our servicers may share that information with Card Brands. Upon notice to you, we or our servicers, or the respective representatives of each may conduct remote electronic scans of your systems to confirm compliance with the requirements of the Card Brands and Applicable Laws. You must promptly cooperate with any such parties to facilitate the scans.

F. Submerchant is responsible for the security of Cardholder data.

G. [REV.IO](#), Submerchant and each payment card brand have ownership of Cardholder data and may use such data ONLY for assisting these parties in the completion of Payment Card Processing Transactions, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law.

H. In the event this Agreement is terminated by either of the Parties, each Party agrees to continue to treat account holder data as confidential.

I. Submerchant must immediately notify Visa USA Risk Management, through its acquirer, of the use of a Submerchant Servicer, and ensure the Submerchant Servicer implements and maintains all of the security requirements, as specified in the PCI program.

J. Web Site Requirements for e-Commerce Submerchants. A web site operated by the Submerchant that accepts Card Transactions must contain all of the following information:

- i.** Complete description of the services offered;
- ii.** Return merchandise and refund policy, which includes the communication of the return policy during the order process and the requirement that the cardholder must be allowed to select a “click to accept” option or other affirmative button to acknowledge the policy;
- iii.** Terms and conditions must be displayed on the same screen view as the [REV.IO](#) screen used to present the total purchase amount



or

within the sequence of web pages the cardholder accesses during the [REV.IO](#) process;

- iv. Customer service contact including e-mail address or telephone number;
- v. Transaction currency;
- vi. Export or legal restrictions;
- vii. Delivery policy;
- viii. Consumer data privacy policy;
- ix. The security method offered for transmission of payment data such as Secure Sockets Layer or 3-D Secure; and
- x. Address of the Submerchant outlet's permanent establishment, including the Submerchant outlet country.

The above information must be provided either (i) on the same screen view as the [REV.IO](#) screen used to present the total purchase amount or (ii) within the sequence of web pages the Cardholder accesses during the [REV.IO](#) process.

5. **TERMINATION.**

In order to protect [REV.IO](#) and the Card Brands, [REV.IO](#) may, in addition to the rights granted in the General Terms, terminate this Agreement, or any or all of the Services provided hereunder, immediately in any of the following circumstances:

- A. Chargebacks in excess of Card Brand monitoring guidelines;
- B. Submerchant's percentage of error Payment Card Processing Transactions or retrieval requests is excessive in the opinion of [REV.IO](#); or
- C. Submerchant appears on the Card Brand Terminated Merchant File.

6. **INDEMNIFICATION AND LIABILITY.**

A. Indemnification. In addition to the indemnification circumstances as laid out



in the General Terms, Merchant agrees to indemnify and hold [REV.IO](#) and Member Bank harmless from any and all losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees and costs arising out of any of the following:

- i. Card-Not-Present Transactions;
- ii. Unauthorized Payment Card Processing Transactions; or
- iii. Prohibited Payment Card Processing Transactions.

B. Limitation of Liability. In addition to the limitations as provided in the General Terms, [REV.IO](#) and Member Bank shall not be liable to Merchant or Merchant's customers or any other person for any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so.

7. **AUDITS.** At any reasonable time (during normal business hours) upon reasonable notice to you, you shall allow auditors, including the auditors of any Card Brand or any third party designated by [REV.IO](#), Member Bank, or the applicable Card Brand, to review the files held and the procedures followed by you at any or all of your offices or places of business. You agree that the cost of such audit shall be borne by you. You shall assist such auditors as may be necessary for them to complete their audit. In the event that a third-party audit is required by an Card Brand, Member Bank or regulatory agency, and/or required by the Operating Rules or applicable law, [REV.IO](#) may, at its option, and at Submerchant's sole expense, either retain a third party to perform the audit, or require that Submerchant directly retain a specific third party auditor.
- If [REV.IO](#) requires that Submerchant directly retain the auditor, Submerchant shall promptly arrange for such audit to be performed, and will provide [REV.IO](#), Member Bank, and the Card Brands with a copy of any final audit report.



8. **COLLECTION AND USE OF PAYMENT CARD PROCESSING TRANSACTION INFORMATION.**

A. Documenting Payment Card Processing Transactions. Merchant shall submit the following information to [REV.IO](https://rev.io) in connection with Transaction processing:

- i. The DBA name of Merchant, name of Merchant and Merchant's address;
- ii. Merchant customer service telephone number;
- iii. Merchant Internet address;
- iv. Merchant Number assigned by Member Bank;
- v. The Card account number, validation date and/or expiration date of the Card, if one appears on the Card;
- vi. Name, address and telephone number of Cardholder; and
- vii. Such additional information as may be required by [REV.IO](https://rev.io) or Member Bank and/or the Card Brands, from time to time.

Merchant shall not submit a Payment Card Processing Transaction (electronically or otherwise) until Merchant has performed its obligations to the Cardholder in connection with the Payment Card Processing Transaction or obtained Cardholder's consent for a Pre- Authorized Recurring Order Transaction. Merchant must not transmit a Payment Card Processing Transaction that Merchant knows or should have known to be fraudulent or not authorized by the Cardholder. Merchant is responsible for its employees' actions. Merchant may transmit a Payment Card Processing Transaction which effects a prepayment of services or full prepayment of custom-ordered merchandise, manufactured to a Cardholder's specifications, if Merchant advises Cardholder of the immediate billing at the time of the Payment Card Processing Transaction and within time limits established by the Card Brands.

B. Authorization for Payment Card Processing Transactions. Merchant shall obtain Authorization for Payment Card Processing Transactions as follows:



i. Electronically Transmitted Transaction. Submerchant shall submit each Payment Card Processing Transaction for Authorization to [REV.IO](#)'s designated authorization center. [REV.IO](#)'s designated authorization center shall respond with the Issuer's authorization or rejection to a Payment Card Processing Transaction transmitted for Authorization and shall capture and process for Submerchant the information relating to the Payment Card Processing Transaction.

ii. Card-Present Transactions. The following additional requirement applies to Card- Present Transactions: If a terminal or software application is inoperable at the time of an Authorization request, the Payment Card Processing Transaction may be manually authorized. In that case, the Payment Card Processing Transaction shall be entered as a Forced Sale, provided the approval number is also entered, and Submerchant shall be subject to an additional IVR authorization fee as outlined in the Application.

iii. Card-Not-Present Transactions. The following additional requirements apply to Card-Not-Present Transactions:

a. All Card-Not-Present Transactions are at Submerchant's risk. As to each Card-Not- Present Transactions, Submerchant warrants to [REV.IO](#) that the person whose name is submitted as Cardholder either made or authorized another to make the purchase. Upon breach of this warranty, [REV.IO](#) may chargeback the Payment Card Processing Transaction to Submerchant.

If [REV.IO](#) charges back the Payment Card Processing Transaction to Submerchant, Submerchant shall pay [REV.IO](#) the amount of the Payment Card Processing Transaction, a Chargeback fee, plus any Card Brand fine or assessment. [REV.IO](#) may charge the Payment Card Processing Transaction to the Operating Account or Reserve Account without prior notice to Merchant;

b. All Card-Not-Present Transactions must be electronically authorized and, in addition to the information required for Documenting Payment Card Processing



Transactions, also shall indicate an authorization code, if required; customer address and address verification; CVV (card verification value), CID (card identification data); and in lieu of Cardholder's signature, a notation of (a) mail order, (b) telephone order, © e-commerce order, or (d) pre- authorized order, on the signature line;

c. If Submerchant accepts a Recurring Order Transaction, the Cardholder shall execute and deliver to Submerchant a written request for this pre-authorization. This written request shall be maintained by Submerchant and made available upon request to [REV.IO](#) . All annual billings must be reaffirmed at least once a year. Submerchant shall not deliver goods or perform services covered by a Pre-Authorized Recurring Order Transaction after receiving notification from the Cardholder that the pre- authorization is cancelled or from [REV.IO](#) that the Card covering the Pre-Authorized Recurring Order Transaction is not to be honored; and

d. Submerchant shall verify Cardholder's address through the Card Brand network. For telephone or mail order sales, Submerchant shall transmit a ticket/invoice number and shall perform Address Verification, CVV, and CID and only accept as approved those Payment Card Processing Transactions receiving at least a partial match or system unavailable response.

C. Prohibited Payment Card Processing Transactions. Submerchant shall not do any of the following with respect to any Payment Card Processing Transaction:

- i.** Impose a surcharge on a Cardholder who elects to use a Card in lieu of payment by cash, check or other mode of payment;
- ii.** Charge a Cardholder more than the amount the Cardholder would pay if payment were made by cash or check;
- iii.** Establish a minimum below the amount allowed by the Card Brands;



provided, however, you may establish a minimum sale amount as a condition for honoring Cards, provided that the minimum transaction amount does not differentiate between Card Brands and/or issuers and the minimum transaction amount does not exceed \$10.00 (or any higher amount established by applicable law or the Rules).

iv. Establish a maximum sale amount as a condition for honoring Cards; provided, however, you may establish a maximum sale amount as a condition for honoring Cards if you are a department, agency or instrumentality of the U.S. Government, you are a corporation owned or controlled by the U.S. Government, or your primary business is reflected by one of the following MCCs: 8220 (Colleges, Universities, Professional Schools and Junior Colleges), 8244 (Schools, Business and Secretarial), or 8249 (Schools, Trade and Vocational), provided that the maximum transaction amount does not differentiate between Card Brands and/or issuers.

v. Obtain multiple authorizations for amounts less than the total credit sale amount;

vi. Obtain authorization for purposes of setting aside Cardholder's credit line for use in future sales;

vii. Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Payment Card Processing Transaction;

viii. Transmit or accept for payment any Payment Card Processing Transaction which was not originated directly between Merchant and a Cardholder for the sale or lease of goods or the performance of services of the type indicated in Merchant's application for card processing services initially submitted to and approved by [REV.IO](#) or Member Bank;

ix. Honor or accept a Card as payment for any legal services or expenses arising out of or related to (1) the defense of any crime other than a traffic violation; (2)



any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (3) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;

x. Use Merchant's own Card, or one to which Merchant has access, process a Payment Card Processing Transaction for the purpose of obtaining credit for Merchant's own benefit;

xi. Redeposit a previously charged Payment Card Processing Transaction, regardless of whether Cardholder consents;

xii. Initiate a Payment Card Processing Transaction credit without a balance in the Operating Account equal to the credit;

xiii. Use a Merchant Servicer's payment processing platform and any data received thereon for any other purpose except for determining whether or not Merchant should accept Cards in connection with a current sale or lease of goods or services;

xiv. Use a Merchant Servicer's payment processing platform and data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement;

xv. Draw or convey any inference concerning a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card is processed as non-accepted;

xvi. Disclose any information obtained through the Merchant Servicer's payment processing platform to any person except for necessary disclosures to affected Cardholders, [REV.IO](https://rev.io), Member Bank and/or the Issuer;

xvii. Add any tax to Transactions unless applicable law expressly requires that Merchant collect such a tax. Any tax, if allowed, must be included in the Transaction amount and not collected separately;



xviii. Disburse funds in the form of traveler's checks, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant;

xix. Disburse funds in the form of cash, except:

a. If Merchant is approved by Member Bank for cashback Transactions and in such Transaction the cashback portion of the Transaction is the only portion disbursed as cash; or

b. Merchant is dispensing funds in the form of traveler's checks, Visa TravelMoney Cards or foreign currency. In this case, the Transaction amount is limited to the value of said form of dispensation plus any fee or commission charged to the Merchant.

xx. Accept a Card to collect or refinance an existing debt;

xxi. Issue a Payment Card Processing Transaction credit for return goods or services acquired in a cash transaction;

xxii. Make any cash refund to a Cardholder who has made a purchase with a Card. All Payment Card Processing Transaction credits will be issued to the same Card account number as the sale;

xxiii. Require a Cardholder to complete a postcard or similar device that includes the Card's account number, Card expiration date, signature or any other Card account data in plain view when mailed; or

xxiv. Accept Visa Card or Visa Electron Card for the purchase of scrip.

D. Disclosure and Storage of Payment Card Processing Transaction.

i. A Merchant must not disclose a Card account number, personal information, or other Payment Card Processing Transaction information to third Parties other than to [REV.IO](https://rev.io) or Merchant Servicers or Member Bank for the sole purpose of:

a. Assisting the Merchant in completing the transaction; or

b. As specifically required by law.



ii. Merchant may only disclose Payment Card Processing Transaction information to approved third Parties for the sole purpose of:

- a. Supporting a loyalty program; or
- b. Providing fraud control services.

iii. A Merchant must store all material containing Card account numbers or imprints (such as transaction receipts, car rental agreements and carbons) in an area limited to selected personnel and render all data unreadable prior to discarding. A Merchant must not do any of the following:

- a. Retain or store full contents of any track on the magnetic stripe subsequent to a Payment Card Processing Transaction;
- b. Retain or store CVV/CID data subsequent to Authorization of a Payment Card Processing Transaction; and
- c. Request the CVV/CID data on any paper form.
- d. The sale or disclosure of databases containing cardholder account numbers, personal information, or other Card Transaction information to third Parties is prohibited.

E. Use and Disclosure of BIN Information. A Merchant that receives BIN information from [REV.IO](https://rev.io) or Member Bank must not use such information for any reason other than to identify Visa debit category products at the point of sale, unless authorized by Visa.

9. **LIMITED ACCEPTANCE.** If so indicated below, Merchant acknowledges and agrees that it wishes to be a Limited Acceptance Merchant, which means that Merchant has elected to accept only certain VISA/MasterCard card types as indicated below, or via later notification. Merchant further acknowledges and agrees that Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited



acceptance and that Acquirer's obligations do not include policing card types at the point of sale. As a Limited Acceptance Merchant, Merchant will be solely responsible for the implementation of its decision for Limited Acceptance. Merchant will be solely responsible for policing, at the point of sale, the card type(s) of transactions it submits for processing by Acquirer. Should Merchant submit a transaction for processing for a card type it has indicated it does not wish to accept, Acquirer may process that transaction and Merchant will pay the applicable fees, charges, and assessments associated with that transaction. For Merchant's convenience, a general description of VISA/MasterCard card types are:

- i. Consumer Credit – a consumer credit card issued by a U.S. Issuer or a commercial credit card issued by a non-U.S. Issuer; this category does not include VISA or MasterCard branded signature-based debit cards.
- ii. Consumer Debit – a VISA or MasterCard branded signature-based debit card (including certain stored-value and prepaid cards).
- iii. Commercial – a VISA or MasterCard branded credit card issued by a U.S. Issuer that bears the descriptive term "Business Card", "Corporate Card", "Purchasing Card", "Fleet Card", or similar descriptive term indicated pursuant to the Operating Regulations.

Only if checked below, Merchant wishes to be a Limited Acceptance Merchant, which means that Merchant will accept only the VISA/MASTERCARD card types indicated below:

VISA Credit Cards

VISA Debit Cards (signature based) MasterCard Credit

MasterCard Debit Cards (signature based)



10. **AMENDMENTS TO CARDS AND/OR PAYMENT CARD PROCESSING SERVICES.**

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

APPENDIX III TO TERMS OF SERVICE

eCHECK/ACH PROCESSING

[REV.IO](#) shall provide, and Submerchant shall receive (if indicated in the Application), ACH ("eCheck Processing Services"). The eCheck Processing Services shall include Entries to Accounts maintained by [REV.IO](#) or at a financial institution ("Financial Institution") initiated by [REV.IO](#) on behalf of Submerchant by means of the ACH Network where standards, rules, and procedures are established by NACHA. Submerchant agrees that pursuant to any such eCheck Processing Services it will be receiving under the terms of the Agreement, it will also be bound by the terms and conditions of this Appendix III. Submerchant acknowledges that no other agreements or understandings pursuant to such eCheck Processing Services, unless otherwise stated by [REV.IO](#), shall be applicable to the eCheck Processing Services. [REV.IO](#) shall, where necessary to provide an eCheck Processing Service, utilize the services of its chosen Financial Institution.

1. **TYPES OF ENTRIES.**

Financial Institution will transmit debit and/or credit Entries initiated by [REV.IO](#) on behalf of Submerchant s to the ACH Network as provided in the Rules and this



Agreement. As used in this Agreement, the following are SEC Codes:

A. Accounts Receivable Entry (“ARC”). An ACH debit created from a check received in the U.S. Mail or a drop box location and converted to an ACH debit. (Refer to the Rules regarding items eligible for check conversion).

B. Back Office Conversion (“BOC”). During back office processing, an ACH debit is created from a check received at the point of check being tendered or received at a “manned” bill payment location for in-person payments. (Refer to the Rules regarding items eligible for check conversion).

C. Corporate Credit or Debit (“CCD”). Either a credit or debit where funds are either distributed or consolidated between corporate entities.

D. Corporate Trade Exchange (“CTX”). The transfer of funds (debit or credit) within a trading partner relationship in which payments related information is placed in multiple addenda records.

E. Point-Of-Purchase (“POP”). ACH debit application used by Originators as a method of payment for the in-person purchase of goods or services by receivers. (Refer to the Rules regarding items eligible for check conversion).

F. Prearranged Payment and Deposit (“PPD”).

G. Direct Deposit. The transfer of funds into a consumer’s account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.

H. Direct Payment. Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount such as insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.

I. Re-presented Check (“RCK”). An ACH debit application used by originators to re-present a consumer check that has been processed through the check collection system and returned because of insufficient or uncollected funds.



(Refer to NACHA Rules regarding items eligible for check conversion).

J. Telephone-Initiated Entry (“TEL”). This is used for the origination of a single Entry debit transaction to a consumer’s account pursuant to an oral authorization obtained from the consumer via the telephone.

K. Internet-Initiated Entry (“WEB”). A debit Entry or enrollment in recurring debit to a consumer account initiated by an Originator pursuant to an authorization that is obtained from the receiver via the Internet. The above SEC Codes are the most commonly used.

2. ***SUBMERCHANT ENTRY REPORTING.***

Each month Submerchant shall provide mutually agreed reports to [REV.IO](#) regarding ACH Entry volumes, clearly identifying the types of Entries by SEC Code (the “Submerchant Report”). The Submerchant Report for each calendar month during the term of this Agreement must be received by [REV.IO](#) no later than the 5th day of each calendar month for Entries processed in the preceding month. The Submerchant Report shall also include a total of unauthorized returns and a summary of all losses suffered or incurred by Submerchant, or reasonably expected by Submerchant to be suffered or incurred, in connection with failed or reversed transactions, activity or fines assessed against Submerchant relating to its activities under this Agreement during the prior calendar month. Submerchant shall also provide to [REV.IO](#) any notices received by it relating to its, [REV.IO](#)’s compliance or alleged failure to comply with the Rules, other NACHA requirements, Federal Reserve requirements or Office of Foreign Assets enforced transactions and sanctions, or otherwise relating to misuse or alleged misuse of the ACH system no later than two business days after Merchant’s receipt of such notice, and in any event, as soon as possible, by way email or telephone call. On request of [REV.IO](#) and



related to inquiries regarding the provision of eCheck Processing Services hereunder, Merchant shall provide information with regard to specific Entries to [REV.IO](#) as soon as possible, but in no event more than 48 hours after [REV.IO](#)'s request.

3. **TERMINATION.**

[REV.IO](#) may, in addition to the termination rights granted in the General Terms, terminate this Agreement immediately in the following circumstances:

A. Submerchant's total of unauthorized returns, summary of losses suffered or incurred by Merchant in connection with failed or reversed transactions are excessive in the opinion of [REV.IO](#);

B. Submerchant is in violation of the Rules or applicable laws provided that such violation presents a reputational, financial or regulatory risk in the reasonable judgment of [REV.IO](#);

C. Submerchant completed transactions in violation of the laws and regulations of the United States;

4. **WARRANTIES.**

Submerchant certifies to [REV.IO](#) that it is in compliance with all warranties a Party is deemed by the Rules to make with respect to Entries originated by Submerchant. These warranties include, but are not limited to, the following:

A. Each Entry is accurate, is timely, has been authorized by the Party whose account will be credited or debited, and otherwise complies respect to it will be owing to Submerchant from the Payor, whose account will be debited, and otherwise complies with the Rules;

B. Each debit Entry is for the sum which, on the settlement date with respect to it will be owing to Submerchant from the Payor, whose account will be debited, is for a sum specified by such Party to be paid to Submerchant, or is a correction of



a previously transmitted erroneous credit Entry;

C. Submerchant will comply with the terms of the Electronic Funds Transfer Act of Regulation E, if applicable, or UCC4A, if applicable and Merchant shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations; and

D. For any RCK, ARC, BOC, WEB, or TEL Entries originated, Merchant certifies its compliance with all warranties made by a Party pertaining to such Entries exchanged through the ACH Network.

5. **INDEMNIFICATION AND LIABILITY.**

A. Indemnification. In addition to the indemnification circumstances as laid out in the General Terms, Merchant agrees to indemnify and hold [REV.IO](#) and Financial Institution harmless from any and all losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees and costs arising out of any of the following:

- i.** Reversed Entry or File of Entries for erroneous or duplicate transactions where Submerchant has failed to perform its obligations herein;
- ii.** Any information provided by Submerchant on which [REV.IO](#) relied in determining to grant, extend or continue services was inaccurate, misrepresented or fraudulent;
- iii.** Any completed, failed or misdirected Entry;
- iv.** Use or alleged misuse of the ACH system and/or fines assessed against [REV.IO](#) or Financial Institution in connection therewith;
- v.** Submerchant's failure to pay any reversed or failed Entries that are returned to Submerchant or that pursuant to the applicable Rules or Federal Reserve requirements, should have been returned to Submerchant; and
- vi.** Any error or mistake by Submerchant or any third party service provider



included by Submerchant in processing Entries.

B. Limitation of Liability. In addition to the limitations on liability as provided in the General Terms, [REV.IO](#) and Financial Institution shall not be liable to Submerchant or Submerchant's customers or any other person for any delay by an ACH Operator or Receiving Depository Bank in processing any credit or debit Entry, nor shall neither [REV.IO](#) nor Financial Institution be held liable for the failure of a third Party to process, credit, or debit any such Entry or for other acts of omission.

6. ***AUTHORIZATIONS.***

A. Authorization Agreement. All debits to Payor accounts must be authorized by the Payor in writing and must be signed or similarly authenticated in a manner that is compliant with the Rules. Submerchant agrees that it will obtain proper authorization in accordance with the Rules and U.S. laws for each initiation debit or credit Entry to a Payor's account. An authorization agreement must be readily identifiable as either an ACH credit or ACH debit authorization and must clearly and conspicuously state the terms of the authorization in order that the Parties to the ACH Transaction understand the authorization.

B. Retention of Authorizations. Submerchant must retain the signed or authenticated authorization for a period of two (2) calendar years following the termination or revocation of the authorization. Submerchant must promptly present a copy of the Payor's authorization to [REV.IO](#) upon [REV.IO](#)'s request.

C. Termination of Authorization. Submerchant agrees that it will not initiate an Entry after the termination or revocation of a consumer's authorization.

7. ***NAME AND ACCOUNT NUMBER INCONSISTENCY.*** Submerchant acknowledges that if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made as provided in the Rules on



the basis of the account number even if it identifies a Party different from the named receiver.

8. **PRE-NOTIFICATION ENTRIES.** In the event that Submerchant chooses to originate a non-dollar Prenotification Entry to verify the accuracy of routing and account numbers, Submerchant agrees not to initiate live dollar Entries until at least six (6) banking days following the settlement date of the Prenotification Entry. If [REV.IO](#) provides notice that a Prenotification Entry was rejected or returned, Submerchant shall research the problem and make any necessary corrections before transmitting another Entry.
9. **PROVISIONAL CREDIT.** Submerchant acknowledges that the Rules make provisional any credit given for an Entry until [REV.IO](#) crediting the account specified in the Entry receives final settlement. If [REV.IO](#) does not receive final settlement, it is entitled to a refund from the credited Party and the originator of the Entry shall not be deemed to have paid the Party.
10. **TRANSMISSION OF ENTRIES.**
 - A. Transmission of Entries.** Submerchant shall comply with any and all of [REV.IO](#)'s procedures for conforming all Entries to the format, content, data encryption, and other specifications contained in the Rules. Submerchant authorizes [REV.IO](#) and Financial Institution to transmit all Entries received in accordance with the terms of this Agreement and to credit or debit such Entries to the specified accounts.
 - B. Form and Format of Entries.** [REV.IO](#) shall notify Submerchant whether Entries shall be in the form of balanced or unbalanced files. If [REV.IO](#) requires a balanced file, then [REV.IO](#) shall control when and where offset Entries occur. If [REV.IO](#) requires that Entries shall be in the form of an unbalanced file, then



this means an Entry contains only the originating items for that Entry without any corresponding offset or settlement transaction.

i. Credit Entries. [REV.IO](#) reserve the right to require that Merchant pay [REV.IO](#) in immediately available funds, at the time of transmittal or at any time prior to settlement, the amount of each credit Entry submitted by Submerchant.

ii. Debit Entries. [REV.IO](#) shall on the applicable Settlement Date credit the account with the amount of each debit Entry transmitted to [REV.IO](#). In the event any Entry is returned in accordance with the Rules by a Receiving Depository Bank after [REV.IO](#) has provided credit, Merchant shall, upon demand, repay [REV.IO](#) the amount of the Return Entry.

iii. Entry Settlement. Submerchant shall provide [REV.IO](#) or Financial Institution, if so directed by [REV.IO](#), with immediately available funds not later than 8:00 a.m. local time on each Settlement Date sufficient to pay all Entries initiated by Submerchant hereby authorizes and instructs [REV.IO](#) to make deposits, withdrawals and transfers to and from the Operating Account as appropriate or necessary in connection with any of the eCheck Processing Services provided by [REV.IO](#) under this Agreement. Notwithstanding anything in this Agreement to the contrary, [REV.IO](#) reserves the right to require that sufficient collected funds be in the Operating Account prior to the time any Entry is processed by [REV.IO](#) under this Agreement.

C. Security of Transmission. [REV.IO](#) is responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Submerchant agrees to comply with any procedures or safeguards required by [REV.IO](#) in carrying out its security obligations. Submerchant warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain confidentiality



of the Security Procedures and any Passwords, codes, security devices and related instructions provided by [REV.IO](#) in connection with the eCheck Processing Services.

11. ***EXPOSURE LIMITS.***

Submerchant shall comply with the monetary file limits established by [REV.IO](#) based on regulatory file limit guidelines as notified by [REV.IO](#). Submerchant agrees that [REV.IO](#) will not process an Overlimit Entry. [REV.IO](#) will suspend any Overlimit Entry submitted by Submerchant and may, following its receipt of an Overlimit Entry, suspend all In-Process Entries. Submerchant acknowledges that any Overlimit Entry or other In-Process Entries suspended by [REV.IO](#) will not settle on their scheduled Settlement Date. If Submerchant wishes to initiate an Entry through [REV.IO](#) that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, Submerchant may submit to [REV.IO](#) its request to initiate an Entry that otherwise would be an Overlimit Entry. Submerchant must submit its request at least two (2) banking days prior to the date on which Submerchant wishes to initiate the Entry that otherwise would be an Overlimit Entry. [REV.IO](#) may require from Submerchant financial or other information in connection with [REV.IO](#)'s consideration of the request. [REV.IO](#) may grant or deny the request at its sole discretion. In addition to the foregoing, [REV.IO](#) generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this Agreement if, in [REV.IO](#)'s sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house Card Brand or any governmental authority or agency to control payment



system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of the Operating Account. If any of the foregoing actions are taken by [REV.IO](#) with respect to a particular preauthorized debit/credit Entry, [REV.IO](#) will notify Submerchant as promptly as practicable, but in no event later than two (2) banking days after the decision.

12. ***CANCELLATION, REJECTION, RETURN OR CHANGE OF ENTRIES.***

A. Cancellation or Amendment of Entries. Submerchant shall have no right to cancel or amend any Entry/File after receipt of Entry/File by [REV.IO](#).

However, [REV.IO](#) shall use reasonable efforts to act on a request by Submerchant to cancel an Entry/File before transmitting it to the ACH Network or processing it as an on-us Entry. [REV.IO](#) shall not have liability if it fails to effect the requested cancellation.

B. Rejection of Entries. [REV.IO](#) has the sole discretion to reject any Entry/File, including an on-us Entry, which does not comply with the Rules or U.S. laws and regulations pursuant to this Agreement, and may reject any Entry if Submerchant is not otherwise in compliance with the terms of the Agreement. [REV.IO](#) shall notify Submerchant of such rejection no later than the Business Day such Entry would otherwise have been transmitted by [REV.IO](#) to the ACH Network or, in the case of an on-us Entry, its Effective Entry Date. It shall be the responsibility of Merchant to remake any Entries or Files rejected by [REV.IO](#) or the ACH operator.

C. Return Entries. To the extent [REV.IO](#) has allowed Submerchant to withdraw funds related to a Return Entry and sufficient funds are not available in the Operating Account to reimburse [REV.IO](#), Submerchant shall provide the immediately available funds to [REV.IO](#) in the amount necessary to reimburse [REV.IO](#) or [REV.IO](#) shall be authorized to take the outstanding funds



from the Reserve Account if one has been established.

D. Notification of Change. [REV.IO](#) will notify Submerchant of Correction Entries (“COR”), which are commonly referred to as Notification of Change (“NOC”) Entries, received no later than two (2) banking days after the settlement date of the NOC. Submerchant shall make the submitted changes within six (6) days of receipt of the NOC information or before the next “live” Entry, whichever is later. If the NOC is incorrect, Submerchant shall notify [REV.IO](#), who shall direct Financial Institution to generate a Refused NOC and deliver it to Submerchant within fifteen (15) calendar days.

13. **REVERSALS.** Submerchant may initiate a reversing Entry or File of Entries for erroneous or duplicate transactions. In doing so, Submerchant warrants that it has initiated the Entries or Files within five (5) banking days of the original Entry or Entries and within 24 hours of discovery of the error. Submerchant also warrants that the account holder of a reversing Entry will be notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. Notwithstanding the foregoing, reversals, whether for Entry or File of Entries for erroneous or duplicate transactions or otherwise, are not available and may not be initiated in connection with payments received through the [REV.IO](#) Bank Bill Payments solution.

14. **SETTLEMENT.** Pursuant to the General Terms, Merchant shall be required to maintain the Operating Account at all times during the term of this Agreement. [REV.IO](#) shall issue a periodic statement to Merchant that will reflect Entries credited and debited to the Operating Account. Merchant agrees to notify [REV.IO](#) within a reasonable time not to exceed thirty (30) calendar days (except where applicable law provides a sixty (60) calendar day review period) after Merchant receives a periodic statement of any discrepancy between



Merchant's records and the information in the statement, after which time the statement will be considered accurate. Submerchant agrees to cooperate with [REV.IO](#) and Financial Institution in performing loss recovery efforts in the event that any of the Parties may be liable to the others for damages.

15. **COMPLIANCE.** Submerchant agrees to comply with and be bound by the current Rules in existence as they may be amended from time to time. The duties of Merchant set forth in this Appendix in no way limits the requirements of complying with the Rules. Any fines or liabilities imposed against [REV.IO](#) or Financial Institution for a violation of the Rules caused by an action and/or inaction of Merchant shall be assessed against Merchant. Costs associated with Rules publications and/or Card Brand membership will be the responsibility of Merchant.

MERCHANT SERVICES AGREEMENT FOR SUBMERCHANT'S

This merchant services agreement for submerchants ("Agreement" is made among VANTIV, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and ("Submerchant" in connection with the agreement between Submerchant and [REV.IO](#) ("Provider")

Acquirer will provide Submerchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Submerchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "CardBrands), Submerchant is required to comply with the OperatingRegulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Submerchant meets certain requirements under the Operating Regulations or an Card Brand or the Operating Regulations otherwise require, Submerchant may be required to enter into a direct relationship with an entity that is a member of the Card Brands. By executing this Agreement, Submerchant has fulfilled such requirement. However, acquirer understands that Submerchant may have contracted with provider to obtain certain processing services and that provider may have agreed to be responsible



to Submerchant for all or part of Submerchant's obligations contained herein. NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. ***Certain Submerchant Responsibilities.*** Submerchant agrees to comply, and to cause third parties acting as Submerchant's agent ("Agents") to comply, with the Card Brand's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Card Brands or payment networks (collectively "Operating Regulations"). Submerchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa/merchants/> and <http://www.mastercard/us/merchant/> and <http://www.discovernetwork/merchants/>. Submerchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Submerchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Submerchant's software providers and/or equipment providers.

If appropriately indicated in Submerchant's agreement with Provider, Submerchant may be a limited-acceptance merchant, which means that Submerchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than



those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Submerchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale. Submerchant shall only complete sales transactions produced as the direct result of bona fide sales made by Submerchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Submerchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Submerchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve).

Submerchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Submerchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Submerchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. ***Submerchant Prohibitions.*** Submerchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain



view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Submerchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Submerchant , v) disburse funds in the form of cash unless Submerchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Submerchant), or Submerchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Submerchant , irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Submerchant further agrees that, under no circumstance, will Submerchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track- 2 data. Neither Submerchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Submerchant's sales data for card transactions, Acquirer will process Submerchant's sales data to facilitate the funds transfer between the various Card Brands and Submerchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund



Submerchant, either directly to the Submerchant -Owned Designated Account or through Provider to an account designated by Provider (“Provider Designated Account”), at Acquirer’s discretion, for such card transactions. Submerchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Submerchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Submerchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Submerchant’s designated demand deposit account (“Submerchant – Owned Designated Account”) upon receipt of such account information from Submerchant or Provider, or if Acquirer deposits settlement funds into the Submerchant -Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Submerchant or Provider.

4. ***Term and Termination.*** This Agreement shall be binding upon Submerchant upon Submerchant’s execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider’s agreement with Submerchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Submerchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer’s opinion, provision of a service to Submerchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Submerchant has



violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Submerchant poses a financial or regulatory risk to Acquirer or an Card Brand, (v) Acquirer's agreement with Provider terminates, (vi) any Card Brand deregisters Provider, (vii) Acquirer ceases to be a member of the Card Brands or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Card Brands.

5. **Limits of Liability.** Submerchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Submerchant and a waiver of any and all rights to dispute such breach.
- EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Submerchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Submerchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Submerchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations.
- In no event shall Acquirer have any liability to Submerchant with respect to this Agreement or the Services. Submerchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Submerchant, that Acquirer is not liable for any action or failure to act by



Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Submerchant by Provider. If Provider is unable to provide its services to Submerchant in connection with this Agreement and Acquirer elects to provide those services directly, Submerchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Submerchant, will govern Acquirer's relationship with Submerchant. If Provider subsequently provides its services to Submerchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Submerchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Submerchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Submerchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Submerchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this



Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Submerchant.