

SnapCheck, Inc. User Agreement

By registering for one or more accounts or using the products and services (collectively, the "Service") provided by SnapCheck, Inc. ("we" "us" or "our"), the applicant (if registering as an individual) or the organization employing the applicant (if registering as an organization) ("you" or "your") accepts this agreement (the "Agreement"). You may not use or access the Service unless you agree to this Agreement.

General Terms

1. Application; Policies and Specific Terms; Precedence

1.1 Application of Agreement. This Agreement applies whether (a) you access the Service using any service, website or application (collectively, "**Application**") of a third party or one owned or controlled by us or any entity controlled by, in control of, or under common control with us (an "**Affiliate**"), or (b) you make or accept payments or you initiate payments on behalf of other customers through an Application.

1.2 Agreement Structure. This Agreement incorporates, and you accept and agree to, the following: (a) Section 1 through Section 11 of these terms (the "**General Terms**"), (b) the policies, notices, procedures, Specifications (described below), FAQs, guides, and guidelines that are provided or made available to you, appear on our website located at www.gosnapcheck.com (such site, and any successor site, the "**Site**") or affiliate websites or are referenced in this Agreement (collectively, the "**Policies**"), and (c) the specific account terms that apply to the accounts available through the Service (the "**Specific Terms**").

1.3 Precedence. In the event of any conflicts between the Policies and these General Terms or the Specific Terms, the General Terms or Specific Terms will prevail unless a Policy expressly states that it supersedes the General Terms or the Specific Terms. In the event of any conflict between the General Terms and the Specific Terms, the Specific Terms will prevail.

1.4 Amendment. We may modify this Agreement, the Specifications, the Policies, the SnapCheck Materials (described below), or the Service at any time. We will post any modification to this Agreement to the Site. Except as specified in the Specific Terms, the modification will become effective upon the earlier of posting it to our Site or otherwise communicating it to you, and you will be deemed to accept the modification if you use the Site or the Service after it has been posted. If you do not accept a change to this Agreement, the Specifications, the SnapCheck Materials, or the Service, your sole remedy is to contact us and close your account. Except as expressly provided above, no modification or amendment of this Agreement will be binding on us unless set forth in a writing signed by us.

2. Registration

2.1 Eligibility. To use the Service, (a) you must have a valid e-mail address and create a service account with us (a "**Service Account**") by providing complete and accurate registration information, (b) if the applicant is registering as an individual, the applicant must be at least 18 years old, or if the applicant is registering on behalf of an organization, the applicant must be duly authorized to enter into this Agreement on behalf of the organization, and (c) you must be (i) a permanent U.S. resident (which does not include holders of U.S. visas), (ii) a U.S. citizen, or (iii) a legal entity authorized to do business and having a physical presence in the United States. However, you may open a Personal Account with limited functionality even if you are not a permanent U.S. resident (which does not include holders of U.S. visas) or a U.S. citizen. We may refuse at any time and for any reason to provide the Service to anyone.

2.2 Creating Accounts. Your Service Account is linked to your User Account (described below). To create a new Service Account, you must register using your existing User Account or complete the registration process for new users by entering all required information. If you register using your User Account, the information in your User Account will be used to complete the registration information for your Service Account. You may be required to provide additional information. If you do not have an existing User Account when you register for the Service, a new User Account will be automatically and concurrently established in your name with the same e-mail address and password you provide to us. An "**User Account**" is any customer account (a) that you have established with certain websites owned or controlled by Affiliates of SnapCheck, Inc. or operated by Affiliates of SnapCheck, Inc. on behalf of third parties (the "**Network Sites**"), and (b) whose username, password, or other login credentials permit access to the Network Sites.

2.3 Verification. We may at any time require you to provide information to verify your identity before we permit you to access some or all of the features of the Service. That information may include without limitation your social security number or employer identification number, a valid U.S. credit card, a valid checking, savings or other ACH-enabled bank account at a financial institution in the United States that has been verified by the process outlined on our Site (your "**Bank Account**"), or other financial, business or personal information. We may make, directly or through third parties, inquiries to validate information that you provide to us. You authorize us to obtain from time to time one or more of your consumer credit reports to establish, update, or renew your Service Account with us or in the event of a dispute relating to this Agreement or the activity under your Service Account. You are solely responsible for taking appropriate steps to verify the identity of other users of the Service with whom you transact. You must update all Service Account information promptly upon any change.

2.4 Your E-mail Address. Your e-mail address and a password that you select will be used to access the Site and for communications with you (as further described in Section 11.1). You may be required to verify your e-mail address depending on features of the Service that you would like to use. You also may be prompted to answer several security questions or be issued access keys or credentials that may be used to enable access to the Service and authorize transactions. Your password and access keys or credentials are your "**Credentials**." You are responsible for maintaining the secrecy and security of your Credentials and for any use of or action taken under your Credentials. You should not disclose your Credentials to any third party (other than third

parties authorized by you to use your account). If your Credentials are compromised, you must change your Credentials immediately and notify us immediately.

2.4 Content You Provide. You are licensing to us and our Affiliates any information, data, passwords, materials, or other content (collectively “**Content**”) you provide through or to the Service. We and our Service Providers may use, modify, display, distribute and create new materials using such Content to provide the Service to you. We and our Service Providers may also use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through your use of the Service. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we and our Service Providers may use the Content for the purposes set out in this agreement.

2.5 Third Party Accounts.

By using the Service, you authorize us and our Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us and our Service Provider a limited power of attorney, and you hereby appoint us and our Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, WE AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service.

3. Your Service Account

3.1 Account Types. Two types of Service Accounts are available through the Service: Personal Accounts, and Organizational Accounts. Specific Terms applicable to each of these Service Accounts are provided in addition to these General Terms.

3.2 Account Balances. If you are a permanent U.S. resident (which does not include holders of U.S. visas), a U.S. citizen, or a legal entity authorized to do business and having a physical presence in the United States, you may hold monetary balances in your Service Account (your “**Balance**”) subject to the terms of this Agreement. You are not required to maintain a Balance to use the Service. When you carry a Balance, you appoint us as your agent with respect to your Balance. Your Balance is not insured by the Federal Deposit Insurance Corporation. Prior to disbursing funds to you, we may combine your Balance with the funds of other users of the Services (or of similar services we offer), invest them, or use them for other purposes permitted

by applicable laws. You will not receive interest or any other earnings on your Balance. To the extent required by applicable laws, we will not use any funds held on your behalf for our corporate purposes, will not voluntarily make such funds available to our creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit our creditors to attach your Balance.

3.3 Reserve. We may require that you maintain a minimum balance in your Service Account or establish a separate reserve account (a "**Reserve**") to secure the performance of your payment obligations under this Agreement. The Reserve will be in an amount we determine to cover our risk from providing the Service to you (including without limitation anticipated Chargebacks or credit risk) or the amount designated by our Processor (described below). The Reserve may be established upon your initial use of the Service and may be raised, lowered or removed from time to time. You agree that we may fund the Reserve from your Balance, funds sent by you upon our request, or funds due to you under this Agreement. You grant us a security interest in and lien on all funds held in any Reserve, and you also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us, our Affiliates, or other customers. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to your Reserve.

3.4 Account Limits; Availability of Funds. Your Service Account may be subject to certain limits, which may affect your ability to make or receive payments or to withdraw funds. Any limits may be modified at any time. These limits may be affected by several factors, including without limitation our assessment of the risk associated with your Service Account, the amount of pending or potential Chargebacks, the information you provide, our ability to verify your account information, and requirements of law. In addition to account limits, we may restrict transactions to or from your Service Account or limit access to funds in your Service Account in an amount and for a period of time we deem necessary to protect us or other users including without limitation if (a) we are subject to financial risk, (b) you have violated any term of this Agreement, (c) you have pending Chargebacks or we believe you may have Chargebacks, (d) any dispute exists involving your Service Account or transaction conducted in connection with your Service Account, (e) needed to protect the security of our systems, or (f) required by law or court order or if otherwise requested by law enforcement or any governmental entity. We may inspect your Service Account for any reason.

3.5 Dispute Program. When you use our Service, you will cooperate with us to resolve complaints submitted through our Dispute Program. You will respond to our inquiries and deliver to us any information requested by us regarding any disputed transactions within 5 business days of our request. If we receive a claim under the Dispute Program (or any substantially consistent offer) concerning one of your transactions, you will deliver to us within 5 business days with respect to the transaction: (a) proof of the transaction, (b) the transaction identification number, and (c) any other information or documents related to the transaction that we reasonably request, including without limitation evidence that the transaction was authorized. If the claim is not caused by fraud for which we are responsible under the Specific Terms or our failure to make the applicable transaction information available as it was received by us, or if

you fail to comply with the immediately preceding sentence, then you owe us the amount of the transaction and all Network (described below), bank or other payment processing, re-
presentation and other fees associated with the original purchase and any Chargeback or
refund. If you are involved in a dispute with another party, you release us (and our agents and
employees) from any and all claims, demands, and damages (actual and consequential) in any
way connected with the dispute and the transaction.

3.6 Account History. When a deposit, payment, or withdrawal is authorized to or from your
Service Account, we will update your account activity and provide you a transaction
confirmation. The confirmation will serve as your receipt. Except as required by law, you are
solely responsible for (a) compiling and retaining permanent records of all transactions and other
data associated with your Service Account and your use of the Service and (b) reconciling and
monitoring all payment activity to and from your Service Account and all transactional
information associated with your Service Account.

3.7 Unauthorized Account Activity. If you believe that there is an error or unauthorized
transaction or activity associated with your Service Account, you should contact us immediately.

3.8 Compliance with Law and Specifications. You will at all times adhere to all law
applicable to your use of the Service. **Without limiting the foregoing, you may not act as a
payment intermediary, aggregator or service bureau or otherwise resell the Service on
behalf of any third party, including without limitation the handling, processing, and
transmission of funds for any third party.** You will comply with any technical and operational
specifications provided or made available by us from time to time with respect to the Service (the
"Specifications").

3.9 Dormant Accounts. If there is no activity (as determined by us) in your Service Account
for the period of time set forth in the applicable unclaimed property laws and you have a Balance
or funds due to you in connection with your Service Account, we will notify you by sending an
e-mail to your registered e-mail address and give you the option of keeping your Service
Account open and maintaining the Balance or using the Balance as permitted by this
Agreement. We may also provide notice via U.S. mail. If you do not respond to our notice(s)
within the time period specified in the notice(s), we will automatically close your Service
Account and send your Balance to your state of residency, as determined from your primary
address. If your address is unknown or registered in a foreign country, your funds will be sent to
the state of Delaware.

4. Your Transactions

4.1 Our Role. Except for our limited role in processing payments that you authorize or initiate,
we are not involved in any underlying transaction between you, any other user, or any service
providers enrolled in the Service. We are not a bank and do not offer banking services. We may
use the services of one or more third parties to provide the Service and process your transactions
(each a "Processor"). **We do not guarantee payment on behalf of any user.** We are not a
selling agent in connection with any sale or purchase by you of goods or services to any person.
We have no control over the quality, fitness, safety, reliability, legality, or any other aspect of

any good or service that you may purchase or sell using the Service or any Provider's Application that you may use to access the Service.

4.2 Your Authorization. You authorize us to hold, receive and disburse funds in accordance with your payment instructions, whether provided to us directly or through a Provider's Application, and whether to us in our own capacity or in our capacity as payment processor acting on behalf of sellers of goods or services and other third parties that have appointed us as agent for the limited purpose of receiving payments. Your authorization permits us (a) to debit or credit your Balance, a Bank Account, any credit card, debit card, or other payment cards that we accept ("**Cards**"), or any other payment method we accept, or (b) to process payment transactions that you authorize by generating a paper draft or an electronic funds transfer. When you instruct us to pay a party, you authorize and order us to commit your payment to that user (plus any applicable fees or other amounts we may collect under this Agreement). We may limit the recipient's ability to use or withdraw the committed funds for a period of time we have agreed with the recipient. Your authorizations will remain in full force and effect while you maintain your Service Account with us and for any Bank Account.

4.3 Transaction Limits. We may delay, suspend or reject a transaction for any Service Account for any reason, including without limitation if we suspect the transaction subjects us to financial or security risk or is unauthorized, fraudulent, suspicious, unlawful, in violation of the terms of this Agreement, subject to dispute or Chargeback, or otherwise unusual.

4.4 Chargebacks. The amount of a transaction may be charged back or reversed to your Service Account (a "**Chargeback**") if the transaction (a) is disputed by the sender, (b) is reversed for any reason, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement. You owe us and will immediately pay us the amount of any Chargeback and any associated fees, fines, or penalties listed in the Fee Schedule or assessed by our Processor, processing financial institutions, or payment networks, associations, or companies ("**Networks**"). You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Service. For Chargebacks associated with Cards, we will work with you to contest the Chargeback with the Network or issuing banks should you choose to contest the Chargeback. We will request necessary information from you to contest the Chargeback. Your failure to timely assist us in investigating a transaction, including without limitation providing necessary documentation within 5 business days of our request, may result in an irreversible Chargeback.

4.5 Receiving Payments. Subject to this Agreement, we will deposit to your Service Account the amounts actually received by us for transactions submitted through the Service (less any applicable fees or other amounts we may collect under this Agreement). Unless we, in our sole discretion, elect to deposit funds earlier, funds for any given transaction will not be deposited until we have received or sent the funds and we or the designated financial institutions have accepted the transaction or funds.

5. Payment Terms

5.1 Our Fees. You agree to pay the applicable fees listed on our Fee Schedule ("**Fees**") whenever you use our Service. We reserve the right to change our Fees at any time, including without limitation if we determine you are incurring excessive Chargebacks. All Balances and all fees, charges, and payments collected or paid through the Service are denominated in U.S. currency. All Fees are charged at the time we process a transaction.

5.2 Set-off and Collection Rights. Without limiting our other rights, we may set-off or deduct any amount you owe us or our Affiliates from your Balance, any proceeds due to you, your Bank Account, and/or other payment instrument registered with us. If we are unable or do not wish in our sole discretion to set-off any amount you owe us or our Affiliates, you will immediately pay us, upon demand, such amount. You also agree to pay all costs and expenses associated with collection in addition to the amount collected, including without limitation any applicable interest, attorneys' fees, court costs, collection agency fees, and other legal expenses.

5.3 Processing Errors. If there is an error in the processing of any transaction, you authorize us to debit or credit your Service Account or Bank Account, as applicable, to correct such error. If we are unable to debit the Bank Account you select for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other Bank Account or payment instrument that you have on file with us.

5.4 Taxes. You are responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with any request for or performance of the Service, the sale or purchase of any products or services for a transaction, or otherwise in connection with any action, inaction, or omission by you or any affiliate of yours, or any of your or their respective employees, agents, contractors, or representatives ("**Taxes**"). You also are responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We may provide you a means for you to determine and apply taxes to your transactions, but we and our Affiliates are not obligated to determine whether taxes apply and are not responsible for calculating, collecting, reporting, or remitting any taxes to any tax authority arising from any transaction. Information about you and your transactions using the Service may be reported to the Internal Revenue Service ("IRS") as required by law.

6. Term and Termination

6.1 Your Rights. Unless otherwise agreed in writing by you, you may terminate this Agreement by closing your Service Account at any time. You may not close your Service Account as a means of evading withdrawal restrictions.

6.2 Suspension or Termination by Us. We may suspend this Agreement or terminate this Agreement and close your Service Account for any reason at any time upon notice to you.

6.3 Effect of Termination. We will not be liable to you for compensation, reimbursement, or damages of any kind in connection with any termination or suspension of the Service. Upon termination of this Agreement for any reason: (a) we may elect to cancel any pending transactions, (b) you will remain liable for all fees, charges, and other payment obligations that have been incurred through the date of termination, (c) subject to the terms of this Agreement,

any funds that we are holding in custody for you at the time of termination, less any amounts you owe us, may be withdrawn if all withdrawal-related authentication requirements have been fulfilled, (d) all license or other rights granted to either party under this Agreement will immediately terminate, (e) you will return or destroy and cease use of all SnapCheck Materials and Trademarks (described below), and (f) your access to the Site and Service will be terminated, and we will have no obligation to you to store, retain, report, or otherwise provide any copies of, or access to, any records, documents or other information in connection with your Service Account or the Service. In addition to any payment obligations under this Agreement, the following sections of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: 3.3 (with respect to any existing Reserve), 3.4, 3.9, 4.4, 5.2, 5.3, 5.4, 6.3, 7, 8.3, 9.2, 10, 11, and, as applicable, P6, B11, and S8.

7. Privacy and Confidentiality

7.1 Limits on Your Use of Information. In connection with the Service, you agree not to ask for or require any user to provide any Card, bank account, or other information related to a payment method. To facilitate the transactions on behalf of our users, you may have access to certain personal information, including without limitation names of customers or recipients, e-mail addresses, telephone numbers, shipping addresses and other personally identifiable information of users (collectively, "**Personal Information**"). You will not, and will cause your affiliates not to, directly or indirectly: (a) use any Personal Information in any way inconsistent with your privacy policy or applicable law, (b) contact a person to influence the person to use an alternative payment method for a transaction that has been submitted through the Service, (c) disparage us, our Affiliates, or any of their or our respective products or services, (d) use any Personal Information in connection with any telemarketing (or similar) campaign, or (e) target communications of any kind on the basis of the intended recipient being a user of our Service or customer of ours or our Affiliates. Subject to the foregoing, you may disclose and use Personal Information as necessary to complete the transaction, to provide customer service and for marketing purposes, provided that you post and maintain a privacy policy outlining your handling and use of Personal Information that complies with applicable law, and you provide customers the opportunity to opt-out or opt-in (as required by applicable law) of receiving any marketing communications (whether by you or any third party other than us and our Affiliates). You may disclose Personal Information to a third party only if you do not identify any user (or group of users) as a user of the Service or customer of ours or our affiliates and you ensure that every recipient uses the information only for the purposes for which it was disclosed and complies with the restrictions applicable to you related to that information (including without limitation under this Agreement and your privacy policy). You are liable to us for any misuse or breach of such restrictions by such recipient. The terms of this Section 7.1 do not prevent you from using information that you collect independently from the Service or information that you acquire without reference to Personal Information for any purpose, even if such information is identical to Personal Information; provided that, you may not target communications of any kind on the basis of the intended recipient being a user of our Service or customer of ours or our Affiliates.

7.2 Confidential Information. You may receive information relating to us or our Affiliates or to the Service that is not known to the general public ("**Confidential Information**"). You agree

that: (a) all Confidential Information will remain our exclusive property, (b) you will use Confidential Information only as is reasonably necessary for your participation in the Service, and (c) you will not otherwise disclose Confidential Information to any other person.

8. License

8.1 SnapCheck Materials.

8.1.1 Limited Use. During the term of this Agreement, you may use the Service and the SnapCheck Materials only for your internal purposes and solely to the extent necessary for your permitted use of the Service.

8.1.2 Restrictions. You may not, and may not attempt to, directly or indirectly: (a) transfer, sublicense, loan, sell, assign, lease, rent, act as a service bureau, distribute or grant rights to any person or entity in the Service or the SnapCheck Materials, (b) remove, obscure, or alter any notice of any Trademark, or other intellectual property or proprietary right appearing on or contained within the Service or on any SnapCheck Materials, (c) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the SnapCheck Materials; provided that, the foregoing shall not prevent you from making derivatives of software that is designated by us as "sample code" or is otherwise made available by us on the Site in accordance with separate license terms accompanying such software expressly permitting the creation of derivatives, or (d) reverse engineer, disassemble, or decompile the SnapCheck Materials or the Service or apply any other process or procedure to derive the source code of any software included in the SnapCheck Materials or as part of the Service. All rights granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service you have used.

8.1.3 Suggestions. If you provide any suggested improvements to the Service Offerings ("**Suggestions**") to us to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

8.1.4 Definition. "**SnapCheck Materials**" include any software (including without limitation developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including without limitation the Specifications and any integration guides) developed and provided by or made available by us or our Affiliates to you in connection with the Service. SnapCheck Materials do not include any software, data or other materials specifically made available by us or our Affiliates under separate license terms or that were created by a third party, including without limitation software provided under an open source license.

8.2 Trademarks. "SnapCheck", the SnapCheck Design, and other related designs, graphics, logos, page headers, button icons, scripts, and service names that we provide in connection with your use of the Service are trademarks, registered trademarks, or trade dress of SnapCheck, Inc. or its Affiliates in the U.S. and/or other countries (collectively, "**Trademarks**"). You may use the Trademarks only as expressly permitted herein. All other trademarks not owned by us that appear on the Site or in connection with the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

8.3 Reservations. Other than the limited use and access rights and licenses expressly set forth in this Agreement, we and our Affiliates reserve all right, title and interest (including without limitation all intellectual property and proprietary rights) in and to the Service, the SnapCheck Materials, the Trademarks, and any other technology, software and intellectual property that we provide, make available or use to provide the Service, the Site, SnapCheck Materials. We also reserve the right to determine and control all aspects (including all functionality) of the Service, the Site, and the SnapCheck Materials as well as the right to re-design, modify and remove any or all aspects of them. Except for the limited use and access rights and licenses described in this Agreement, you do not, by virtue of this Agreement, acquire any ownership interest or rights in the Service, the Site, the SnapCheck Materials, the Trademarks, or such other technology, software, or intellectual property provided or made available by us or our Affiliates.

8.4 Press Releases. You must not issue any press release or make any public statement related to the Service, or except as expressly provided in this Agreement, use our or any of our Affiliates' names or Trademarks in any way without our prior written permission.

9. Representations and Warranties

9.1 By You. You represent and warrant to us that: (a) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement and grant the rights, licenses, and authorizations you grant under this Agreement, (b) the name identified by you when you registered is your name or organization name, (c) you will use the Service only to transact on your own account and not on behalf of any other person or entity, (d) you will fulfill all of your obligations to each user for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser and, if applicable, the Dispute Program, (e) you and all transactions initiated by you will comply with all law applicable to you, and (f) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

9.2 Disclaimer. **The Site, the SnapCheck Materials and the Service are provided on an "as-is" basis. To the fullest extent permitted by applicable law, we and our Affiliates disclaim, and make no, representations or warranties of any kind, express or implied, regarding the Site, the SnapCheck Materials, the Service, or any Application, including without limitation (a) any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title or non-infringement, (b) that the Site, the SnapCheck Materials, the Service, or any Application will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error or will contain**

any particular features or functionality, or (c) any implied warranty arising from course of dealing or trade usage.

10. Limitation of Liability

10.1 No Indirect or Consequential Damages. To the fullest extent permitted by applicable law, we and our Affiliates (and our and their respective employees, directors, agents, and representatives) will not be liable for any indirect, incidental, punitive, or consequential damages arising out of or in connection with this Agreement, the Site, the SnapCheck Materials, the Service (including without limitation the inability to use the Service), or any Application using our Service.

10.2 No Liability for Transactions or Delays. In addition, and without limiting the foregoing, to the fullest extent permitted by applicable law, we and our Affiliates (and our and their respective employees, directors, agents and representatives) will not be liable for (a) any damages arising out of or in connection with any services, products, purchases, or transactions entered into through the Service, or (b) delay by us or our Affiliates (or our or their respective employees, directors, agents, and representatives) in performing our obligations under this Agreement, regardless of whether the failure or delay is caused by an event or condition beyond our control.

10.3 Limited Aggregate Liability. In addition, and without limiting the foregoing, to the fullest extent permitted by applicable law, in no event will the aggregate liability of us or our Affiliates (and our and their respective employees, directors, agents and representatives) arising out of or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort (including negligence, product liability, or other theory), warranty, or otherwise, exceed the amount of fees earned by us in connection with your use of the Service during the three-month period immediately preceding the event giving rise to the claim for liability.

10.4 Maximum Effect. The laws of certain states or other jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement. Our and our Affiliates' (and our and their respective employees, directors, agents and representatives) liability is limited to the greatest extent permitted by law.

11. General Provisions

11.1 Electronic Notices and Your Consent. We primarily communicate with you via the Site, and the e-mail address we have on file for you. By registering for the Service and accepting the terms of this Agreement, you affirmatively consent to receive notices electronically from us (your "**Consent**"). You agree that we may provide all communications and transactions related to the Service and your Service Account, including without limitation agreements related to the Service, amendments or changes to such agreements, or any Policies, disclosures, notices, transaction information, statements, policies (including without limitation notices about our

Privacy Notice), responses to claims, and other customer communications that we may be required to provide to you by law (collectively, "**Communications**") in electronic format. Communications may be posted to the Site or sent by e-mail to the address we have on file for you, and all such Communications will be deemed to be in "writing" and received by you when sent to you or published on the Site. You are responsible for printing, storing, and maintaining your own records of such Communications. You must send notices to us at the designated e-mail address(es) on the Site or through the submission forms on the Site. We reserve the right to discontinue or modify how we provide Communications. We will give you prior notice of any change. Your continued Consent is required to use your Service Account. To withdraw your Consent, you will need to close your Service Account.

11.1.1 Requirements. To access, view, and retain Communications, you must have a computer with a JavaScript enabled Internet browser that supports 128-bit encryption (such as Microsoft Internet Explorer v7 or later) and access to a personal, valid e-mail address. You are responsible for any costs or fees associated with these requirements, including without limitation charges for telecommunications services. We will give you prior notice if we make a change to the requirements for receiving Communications.

11.1.2 Updating Your Information. It is your responsibility to ensure that your e-mail address is accurate and remains current. To ensure that we are able to provide you with important Communications, you must update us with any change in your e-mail address. The scope of this Consent applies to the e-mail address that we currently have on file for you.

11.1.3 Requesting Paper Copies. Communications will not be distributed in paper unless you contact us and request a paper version of a particular document. We reserve the right to charge you a handling fee for any notices that we physically mail to you at your request or because your e-mail address fails.

11.2 Governing Law; Venue. The Service, and the Site are arranged, sponsored, and managed by us and our Affiliates in the state of California, USA. By visiting the Site or using the Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of California, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us or any of our Affiliates. You further agree that any dispute will be heard in an appropriate venue in San Francisco, California, USA.

11.3 Disputes. Any dispute or claim relating in any way to the Service, to your visit to the Site will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.** The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will not

reimburse those fees for any claims, regardless of the validity of the claim. We may seek attorneys' fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. **You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.** If for any reason a claim proceeds in court rather than in arbitration **you and we each waive any right to a jury trial.** You and we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

11.4 Assignment. You may not assign or transfer any rights, obligations, or privileges that you have under this Agreement without our prior written consent. Subject to the foregoing, this Agreement will be binding on each party's successors and permitted assigns. Any assignment or transfer in violation of this section will be deemed null and void.

11.5 No Waiver. We will not be considered to have waived any of our rights or remedies, or portion of them, unless the waiver is in writing and signed by us. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

11.6 No Agency. Nothing in this Agreement is intended to or creates any type of joint venture, employee-employer, creditor-debtor, escrow, partnership, or any fiduciary relationship between you, us or our Affiliates. Further, except as expressly provided for the limited purpose of processing payments in accordance with the Specific Terms for Organizational Accounts: (a) neither party shall be deemed to be an agent or representative of the other by virtue of this Agreement, (b) neither party is authorized to, or will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party, and (c) without limiting the generality of the foregoing, neither party will enter into any contract, agreement, or other commitment, make any warranty or guarantee, or incur any obligation or liability in the name or otherwise on behalf of the other party.

11.7 Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and, upon our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement and the rest of the Agreement remains in full force and effect.

11.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter of this Agreement.

11.9 Cumulative Remedies. All of our rights and remedies are cumulative, not alternative, and the exercise of any right or remedy by us will not eliminate or limit our ability to exercise any other right or remedy, except to the extent required by law.

Personal Accounts

P1 Eligibility; Creating Accounts. Personal Accounts are intended for use by individuals and your Personal Account information may be accessed through the Site. If you have a User Account and initiate the process to establish a Personal Account, we will automatically set up a Personal Account linked to your User Account. Your Personal Account permits you to access the information in your User Account to perform transactions wherever SnapCheck is accepted. Personal Accounts also are eligible to hold a Balance and make payments from Cards, Bank Accounts or your Balance. Payments may be made using Applications that we provide, or Providers may enable access to the Service for the purpose of initiating transactions that are authorized by other users through their Applications. Some features may be limited based on where you are located and what we know about you. Our collection, use, and disclosure of information associated with the Service are disclosed in our Privacy Policy.

P2 Account History. You may receive a separate receipt from a seller if the transaction performed using the Service involves the sale of goods or services. For preauthorized payments (as described in Section P3.4 below), you may receive an e-mail confirmation when a transaction authorized by this payment type is completed. You should print or otherwise store a copy of these for your records. Summaries of your account activity, including monthly statements, may be available in the "Your Account" area of our Site.

P3 Making Payments.

P3.1 General. You may use your Service Account to make purchases of goods and services wherever SnapCheck is accepted.

P3.2 Payment Methods.

P3.2.1 Types. You may register eligible payment methods in your Service Account. Any payment method you register will automatically appear in your User Account. If your available Balance is greater than the amount you wish to send, we may use your Balance as the default payment method unless otherwise specified. We may restrict the available payment method to manage risk or based on the type of transaction. Not all payment methods may be available to you when you wish to make a payment.

P3.2.2 Bank Accounts. You may make a payment electronically by transferring money from your Bank Account. Funds transfers from your Bank Account or that of a third party usually take at least three to four business days to complete. You may be charged a return fee for any ACH debit transfer request that is rejected by the holding financial institution for any reason (a "Return Fee"). Return Fees are listed in the Fee Schedule and may vary based on the jurisdiction in which you are located. Your location is determined by the primary address that is associated with your Service Account. You authorize us to debit your Service Account or to make an electronic fund transfer (or an equivalent bank draft) from your Bank Account to collect such return fee. We do not accept cash, money orders, or wire transfers.

P3.3 Payment Authorizations. Our Service permits you to authorize payments to parties directly or to third-party services that enable transactions. The actual payment will not be completed until the other party or service provider processes your payment authorization. A receiving party or service provider may delay in processing your authorization. The payment authorization will be held with us until the transaction is completed.

P3.4 Preauthorized Payments. The Service may permit you to preauthorize sellers to charge your Service Account using recurring payments or multiple payments. A "recurring payment" is a payment that occurs at regular or predetermined intervals over a specified time period. A "multiple payment" is a payment authorization given to a recipient by a sender to charge the sender's Service Account up to a maximum amount over a specified time period. Multiple payments may be used only for non-recurring, multiple payments. You may cancel or stop either type of standing payment authorization at any time by logging into the "Your Account" portion of our Site and canceling the payment listed.

P4 Withdrawals. You may withdraw funds to your Bank Account (subject to withdrawal limits). You may request a digital check in the event that you do not have an ACH-enabled account.

P5 Payer Responsibilities.

P5.1 Limit on Responsibility for Refunds. If you use the Service for a purchase, the seller is solely responsible for any refund, and we have no obligation to resolve any disputes related to any transaction.

P5.2 Dispute Program. If you are a payer and you are unhappy with any goods or services that you have purchased using our Service, you should contact the seller directly. If you have not authorized the use of your Service Account for a transaction, you may use the Dispute Program to file a complaint.

P5.3 Purchases through Affiliates. We may enable you to make purchases of products sold through the Affiliates using the Service. Such purchases are subject to the terms and conditions of the Affiliate.

P5.4 Use of Provider Application. If you use our Service through a Provider's Application, you are only responsible for the Fees associated with transactions that you authorize through that Application and for which the Provider notifies you that you are responsible when you register for or use the Application.

P6 Indemnity. You will indemnify and hold harmless us and our Affiliates (and their respective employees, directors, agents, and representatives) from and against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our Policies or Network

Rules, (b) your wrongful or improper use of the Service, and (c) any transaction submitted by you through the Service.

P7 Amendment. Except as required by applicable law, all changes to your Personal Account will be made in accordance with Section 1.4 of the General Terms. To the extent required by applicable law, we will send notice of any change to your Personal Account to the e-mail address under your profile. You will be deemed to accept any change we communicate to you by e-mail if you continue to use the Site or Service after the effective date of the change specified in our e-mail to you. We may make changes to your Personal Account without prior notice if immediate changes are necessary for security reasons.

Organizational Accounts

O1 Eligibility; Creating Accounts. Organizational Accounts are only for use by commercial, business, or other legally recognized organizational entity and may be accessed through the Site. An Organizational Account has the same features of a Personal Account but permits multiple User Accounts to be associated with it. Payments may be made using Applications that we provide, or Providers may enable access to the Service for the purpose of initiating transactions that are authorized by other users through their Applications.

O2 Account History. You may receive a separate receipt from a seller if the transaction involves the sale of goods or services. For preauthorized payments (as described in Section B3.4 below), you may receive an e-mail confirmation when a transaction authorized by this payments type is completed. You should print or otherwise store a copy of these for your records. Summaries of your account activity, including monthly statements, may be available in the "Your Account" area of our Site.

O3 Making Payments.

O3.1 General. You may use your Service Account to make purchases of goods and services wherever SnapCheck is accepted.

O3.2 Payment Methods.

O3.2.1 Types. You may register eligible payment methods in your Service Account. Any payment method you register will automatically appear in your User Account. If your available Balance is greater than the amount you wish to use, we may use your Balance as the default payment method unless otherwise specified. We may restrict the available payment method to manage risk or based on the type of transaction. Not all payment methods may be available to you when you wish to make a payment.

O3.2.2 Bank Accounts. You may make a payment by transferring money from your Bank Account. Funds transfers from a Bank Account usually take at least three to four business days to complete. You may be charged a return fee for any ACH debit transfer request that is rejected by the holding financial institution for any reason (a "**Return Fee**"). Return Fees are listed in the Fee Schedule and may vary based on the jurisdiction in which you are located. Your location is

determined by the primary address that is associated with your Service Account. You authorize us to debit your Service Account or to make an electronic fund transfer (or an equivalent bank draft) from your Bank Account to collect such return fee. We do not accept cash, money orders, or wire transfers.

O3.3 Payment Authorizations. Our Service permits you to authorize payments to parties directly or to third-party services that enable transactions. The actual payment will not be completed until the other party or service provider processes your payment authorization. A receiving party or service provider may delay in processing your authorization. The payment authorization will be held with us until the transaction is completed.

O3.4 Preauthorized Payments. The Service may permit you to preauthorize sellers to charge your Service Account using recurring payments or multiple payments. A "recurring payment" is a payment that occurs at regular or predetermined intervals over a specified time period. A "multiple payment" is a payment authorization given to a recipient by a sender to charge the sender's Service Account up to a maximum amount over a specified time period. Multiple payments may be used only for non-recurring, multiple payments. You may cancel or stop either type of standing payment authorization at any time by logging into the "Your Account" portion of our Site and canceling the payment listed.

O4 Receiving Payments.

O4.1 Payment Processing Agency Appointment. You hereby appoint us as your payment processing agent for the limited purpose of receiving payments on your behalf from users that authorize payments to you directly or to third-party services that enable transactions with you. Users will receive a receipt upon payment that will indicate that payment has been made on the applicable date. Our obligation to remit funds collected by us on your behalf shall be limited to funds that we have actually received and that are not subject to Chargeback or reversal, and we shall have no obligation to pursue any collection action against any user. Receipt of funds from users by us on your behalf in connection with Service transactions shall be deemed receipt of funds from users by you and will satisfy the obligations owed to you by users in the amount of the applicable payment by the user, even if we fail to remit such funds received from users.

O4.2 Order Processing. Subject to the terms of this Agreement, we will process all payments and refunds for your transactions submitted through the Service. You are responsible for all information regarding goods or services that you sell, including without limitation any product names or descriptions, UPC or product codes, product notices or disclaimers, prices, product availability or status, shipping and handling charges and tax rates (collectively, "**Product Information**") and for providing accurate and complete Product Information to customers. You will route all order-related payments through us and not make offline adjustment requests. For each order that you send to us, the Product Information must be the same as what was presented to the purchaser when placing the order. We will determine the time at which we process payments and refunds for your transactions.

O4.3 Refunds and Returns.

04.3.1 Your Obligations. You will accept and process returns of, and provide refunds and adjustments for, your goods or services in accordance with this Agreement and your policies posted on your website at the time of the applicable sale, and you will calculate and refund any associated taxes required to be refunded. You will route all refund (and adjustment) payments through us. We or our designated Affiliate will credit the applicable account, and you will reimburse us for all amounts so refunded. We have no obligation to accept any returns of any of your goods or services.

04.4 Customer Service. Unless provided otherwise elsewhere in this Agreement, you will be solely responsible for all customer service issues relating to your goods or services, order fulfillment, order cancellation by you or the customer, returns, refunds and adjustments, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us.

05 Withdrawals. You may withdraw funds via ACH to your Bank Account (subject to withdrawal limits). You may request a digital check in the event that you do not have an ACH-enabled account.

06 Organizational Payer Responsibilities.

06.1 Limit on Responsibility for Refunds. If you use the Service for a purchase, the seller is solely responsible for any refund, and we have no obligation to resolve any disputes related to any transaction.

06.2 Dispute Program. If you are a payer and you are unhappy with any goods or services that you have purchased using our Service, you should contact the seller directly. If you have not authorized the use of your Service Account for a transaction, you may use the Dispute Program to file a complaint.

06.3 Purchases through Affiliates. We may enable you to make purchases of products sold through the Affiliates using the Service. Such purchases are subject to the terms and conditions of the Affiliate.

06.4 Use of Provider Application. If you use our Service through a Provider's Application, you are only responsible for the Fees associated with transactions that you authorize through that Application and for which the Provider notifies you that you are responsible when you register for or use the Application.

07 Provider Responsibilities. If you are a Provider, you are responsible for the Fees associated with any transactions processed through your Application unless you or your Application (a) indicate that a user should be charged the applicable fees, (b) notify the user of the applicable Fees, and (c) obtain an authorization from the user. **Providers are not permitted to hold funds on behalf of other users.**

08 Use of Trademarks. Subject to the terms of this Agreement and provided your Organizational Account is in good-standing, we grant you a non-exclusive, non-transferable,

non-assignable, non-sublicenseable, revocable license to use the Trademarks on your websites, solely in connection with the Service and solely in accordance with our trademark guidelines and such other documentation as we may make available from time to time; provided the names of those domains and subdomains do not contain any of our Trademarks or any other trademark of SnapCheck or its Affiliates, or any confusingly similar trademark ("**Trademark License**"). We may add, substitute, or remove Trademarks from time to time, and you agree that you will add, substitute, or remove any Trademarks, as we reasonably request, as promptly as reasonably possible. You acknowledge that we and our Affiliates are the sole owners of the Trademarks, and you agree to do nothing inconsistent with that ownership. Your use of the Trademarks and all goodwill arising out of your use of the Trademarks will inure to the sole benefit of us and our Affiliates, and will not create for you any right, title, or interest in the Trademarks. You may not use the Trademarks in connection with any product or service other than the Service, or in any manner that is likely to (a) cause consumer confusion, (b) dilute the value of any Trademark, (c) impair our ownership or rights in the Trademarks, or (d) disparage or discredit us or our Affiliates. You may not modify or alter any Trademark, nor shall you combine any Trademark with any other trademark, word, symbol, letter, or design. You may not use any of our Trademarks or any other trademark of SnapCheck, Inc. or its Affiliates, or any confusingly similar trademark, in the name of any domain name or subdomain. You must use or display the Trademarks in a manner consistent with the level of quality historically associated with our Trademarks, and you must undertake any steps as we may reasonably request to assist us in monitoring the quality of any of your products or services for which the Trademarks are used. We have the right to monitor your use of the Trademarks and the right to take all action we deem necessary to ensure that the products or services for which you use the Trademarks are not diluting the value of any Trademark. We may revoke this Trademark License at any time in our sole discretion. We and our Affiliates may use your name, logo, service name, or trademarks as designated by you as necessary to provide the Service in accordance with our Specifications and other Policies (including without limitation in co-branded web pages used to process orders). We and our Affiliates may use your name or logo on any platform to identify you as an Affiliate, User, or Customer as appropriate

09 Additional Representations and Warranties. You represent and warrant to us that: (a) any transaction submitted by you will represent a bona fide transaction by you as described on your website or Application, (b) any transactions submitted by you and all Product Information will accurately describe the goods and/or services sold and delivered to a purchaser, (c) you will accurately and in compliance with applicable law describe your use of Personal Information and your use of the Service in your privacy policy, (d) except in the ordinary course of business, no transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of you, and (e) you will not and will not authorize any other party to use any Public Software in any manner that requires, pursuant to the license applicable to such Public Software, that the Service or any SnapCheck Payments Materials be disclosed, licensed, distributed or otherwise made available to anyone. "**Public Software**" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following:

(i) the GNU General Public License (GPL); Lesser/Library GPL (LGPL), or Free Documentation License; (ii) The Artistic License (e.g., PERL); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Standards License (SISL); (vii) the BSD License; and (viii) the Apache License.

O10 Indemnity. You will indemnify, defend, and hold harmless us and our Affiliates (and our and their respective employees, directors, agents, and representatives) from and against any and all claims, costs, actions, suits, or demands and any related losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, (b) any actual or alleged infringement, misappropriation, or violation of any third-party rights or applicable law by your trademarks used in connection with the Service or your website or Application using the Service, (c) your use of the Service, (d) any transaction submitted by you through the Service, and (e) if you are a Provider, your Application and any transactions that you submit to our Service either for yourself or on behalf of another users.

Payment Processing Agreement and terms and conditions

INTRODUCTION

These SnapCheck Customer(s) Terms and Conditions, upon acceptance, form the basis of the relationship between the Customer(s) and DCS Holdings Group, LLC d/b/a ACHeck21® (“Processor”), collectively the “Parties”. To the extent the Customer selects a service or product provided by Processor through SnapCheck, the relationship with SnapCheck is also set forth in these Terms and Conditions and SnapCheck is a third-party beneficiary of this agreement. This agreement defines the agreement between SnapCheck Customers who are depositing checks using Processor via the SnapCheck platform.

The following terms that are used in this Agreement are defined below:

- **“ACH”** shall mean a funds transfer system, governed by the NACHA Operating Rules, that provides for the inter-bank clearing of electronic entries for participating financial institutions.
- **“ACH Credit”** shall have the same meaning as that provided in the NACHA policies and guidelines.
- **“ACH Debit”** shall have the same meaning as that provided in the NACHA policies and guidelines.
- **“Agreement”** means this Customer(s) Processing Agreement and these Terms and Conditions.
- **“Business Day”** means a day on which commercial banks settle payments in the United States.
- **“Charge Back”** shall mean a transaction that is rejected by the Payor or Payor’s bank as unauthorized or fraudulent or based on a claim against the Customer(s) such as failure to deliver.
- **“Check”** shall mean either a paper-originated payment item or an electronically created item, interchangeably.
- **“Check 21”** refers to the Check Clearing Act of the 21st Century. It may also be used to describe a specific file type (usually preceded by the reference: X9) approved by the Federal Reserve whereby the intent of the act may be achieved. Financial institutions sometimes refer to this type of check transaction as: “Check 21” or “X9.37” or “Image Cash Letters” or “Paper Based (electronic) Transactions”.
- **“Clearing Account”** means a checking account that is used to manage check deposits and withdrawals. In this case the checks are being credited and debited electronically.
- **“Confidential Information”** means all information which prior to or upon its disclosure is designated as such by one party (the “Disclosing Party”) to the other party (the “Receiving Party”), or which should reasonably be considered as information of a confidential nature by the Receiving Party and which information includes, without limitation, data relating to Customers, their transactions, this Agreement, Processor’s or SnapCheck’s products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs. Further all information as defined by state and federal laws, regulations, rules and guidelines, including but not limited to, the Gramm-Leach-Bliley Act of 1999, the Fair Credit Reporting Act and similar information shall be kept confidential by the parties to this agreement and used solely in the manner set forth by law.
- **“Customer(s)”** means the natural person(s) or legal entity or entities. A Customer may be referred to as a “Check deposit Customer” or a “Customer(s) check deposit Customer” (collectively

“Customer”). Customer must be a US Citizens or Legal Resident; or, an Entity/sole proprietor that is properly formed under the law(s) of the United States or its States and local government. Under this agreement, Customers refers to those persons or entities making a payment or accepting a payment using Processor via the SnapCheck platform.

- **“Processor Service Provider”** shall mean any entity designated or chosen by Processor (including but not limited to a ODFI Bank or a Master Independent Sales organization which has a contract with a ODFI Bank) which provides to Customer(s) or other banks, on behalf of Processor, Processing Services and shall also mean any entity which provides Third Party Products to Processor which Processor shall provide to Customer(s).
- **“Financial Institution”** shall mean a legally chartered bank or credit union.
- **“ODFI”** is a financial institution (Network) used by a Customer(s) who will be acting as the Originating Depository Financial Institution as defined by NACHA rules. A participating financial institution that initiates ACH entries at the request of and by agreement with its customers. ODFI’s must abide by the provision of NACHA operating guidelines. For purposes of this agreement this term may also be used to refer Bank of First Deposit which is a term used in conjunction with Check 21 origination,
- **“Payment Processing Agreement”** means these Terms and Conditions, including the **“THIRD PARTY AGREEMENTS”**, incorporated into these Terms and Conditions. Customer(s) enter into the Payment Processing Agreement upon acceptance of these Terms and Conditions and their first payment using Processor.
- **“NACHA”** means the National Automated Clearing House Association.
- **“Originator”** shall have the same meaning as that provided in the NACHA policies and guidelines.
- **“Payee”** – means the Customer receiving a check.
- **“Paying Bank”** – Under Check rules, the paying bank is the bank on which a check is drawn by Payor.
- **“Payor”** – means the Customer or Customer(s) that is writing a check.
- **“Processing Services”** means the equipment, operational support and/or software relating to the acceptance, transmittal, processing, storage and collection of check transactions and/or electronic payments (Electronic Funds Transfer – EFT). Creation of electronic files (ACH or Check21) whereby financial institutions can move funds from one account to another.
- **“Receiver” and “Receiving Bank”** - shall have the same meaning as that provided in the NACHA policies and guidelines.
- **“Refund”** means any amount returned to a Customer(s) account at their financial institution based upon specific instructions of Customer(s) to do so. Such refund may be either an ACH credit or paper check. A “Refund” may also be referred to as an ACH Credit.
- **“Reserve”** – shall mean a deposit of funds into an account owned by SnapCheck or Processor for the purpose of serving to absorb checks that are returned or charged back.
- **“Returns”** – shall mean check transactions that are returned and shall have the same meaning as that provided in the NACHA policies and guidelines and or Federal Banking Regulations. Notices of Change are considered Returns.
- **“Rules”** means the written regulations, guidelines, policies and procedures issued by NACHA, the Federal Reserve, Processor, ODFI Bank, a Third Party providing services under this agreement or any government agency having jurisdiction over the activities of such entities, all as amended from time to time.
- **“Third Party Agreement”** is the terms under which a party (one other than the Customer(s), SnapCheck, or Processor) provide services to the Customer or Customer(s). The terms governing the third-party relationship is set forth herein. An agreement with a third party is consummated

when the first transaction is processed by the Customer(s) using the third party's services. Example: If a Customer contracts for the use of Processor's Payment Gateway and services they will agree to a Third-Party Agreement with Processor's Bank, a Bank Processor contracted with to provide and maintain a clearing account. The first transaction using the Processor and Third-Party Service by this definition consummates the Third-Party Agreement between the Customer(s) and Processor's Bank but does not cancel or supersede this agreement.

- **"Third Party Products"** means product provided by one (other than the Customer(s), SnapCheck or Processor) directly involved in this agreement. Examples include but are not limited to A2ia, Connexus, ODFI(s), Bank of First Deposit and other companies whose services Processor and or the Customer and Customer(s) may use as part of this agreement.
- **"Transactee"** means the Customer(s) who chooses to use the SnapCheck platform and Processor services to deposit the proceeds of a check into their bank account.

ACH/EFT and/or Check 21 Transactions Products and Services

1. Processor Products and Services:

- a. Payment Gateway** - provides internet accessible financial services featuring accessibility through Processor API. The Payment Gateway provides the following features: ACH and Check processing, Duplicate check detection, a wide variety of input mechanism such as SnapCheck, robust reporting and searching capability, Provides connectivity between "front end" clients and "back end" bank processing.
- b. Check clearing services** – Processor will clear checks and through bank clearing accounts owned by Processor. Disbursements are made using ACH.
- c. Processor API** – is a programming interface used by companies like SnapCheck to access the Processor payment processing platform.
- d. ACH** - Automated Clearing House services. Processor will clear ACH debits and credits as a Third-Party Sender acting based on instructions by the Originator.

2. Third Party Products or Services

- a. Payment Verification** – is a service that offers several alternative methods of insuring a check payment will clear. It verifies that the routing and account number found on a check is not currently listed on one of several national "negative" data bases. It may also verify the Routing and Account number and that the account has a legitimate transaction history and sufficient funds to complete a given payment.
- b. Check CAR/LAR Reading** – technology that reads handwriting as well as OCR (optical character recognition)
- c. Bank clearing services** – a service contracted between the bank and Processor to clear funds on behalf of the Customer(s) and then send collected funds to the receiving Customer(s) bank account.

CUSTOMER(S) OBLIGATION AND ACKNOWLEDGEMENTS TO PROCESSOR

Customer(s) must comply, at all times, **with** this Payment Processing Agreement. In addition, the Customer(s) are responsible for providing accurate and truthful information as part of their enrollment

process and whenever asked by Processor. It is the Customer(s) obligation to update their information and notify Processor, in writing, within 5 Business Days of any change. AS PART OF THIS RELATIONSHIP, CUSTOMER(S) SHALL APPOINT SNAPCHECK AND PROCESSOR AS THEIR AGENT TO CLEAR FUNDS THROUGH AN ACCOUNT OWNED BY PROCESSOR, AT A BANK APPROVED BY PROCESSOR, FOR THE PURPOSE OF MAKING CREDITS AND OR DEBITS OF TRANSACTEE'S FUNDS IN ACCORDANCE WITH THIS AGREEMENT.

1. Customer(s) receiving a Check acknowledges and agrees that they are authorizing deposit of the check into Processor clearing account and disbursement of the funds to Customer's receiver account as an ACH credit. Accordingly, Customer may be considered an Originator under the NACHA rules.
2. Customer(s) represent and warrant they are providing a legitimate legal service or product for which payment is lawfully due and that all transactions submitted to Processor are for a service lawfully given or received.
3. Customer(s) acknowledges and agree that they have authorized Processor to conduct credit or background checks in addition to those checks conducted by SnapCheck.
4. Customer(s) agrees to abide by restrictions on the dollar amount of a transaction, number of checks and or images in the file) and the types of checks Processor is willing to accept. Customer(s) warrant to Processor that they shall always comply with this Payment Processing Agreement.
5. Customer(s) engaged in a transaction jointly and severally warrant and guarantee that the amount of any credits and debits for which payment instructions are given to Processor shall be accurate and timely.
6. Customer(s) shall insure that there are always adequate funds in their Bank account to cover Returns, Chargebacks or other demand for funding. If any amount debited against the Customer(s) is dishonored or returned for any reason, such as but not limited to, non-sufficient funds, account closed, or unable to locate account, or is reversed by Receiver Bank, Processor may take any action permitted by law or this agreement including but not limited to:
 - a. Reversing any corresponding credit issued to another Customers or Payee Customer(s),
 - b. Resubmitting the returned check to the Payor Customer account either as a Check or as an RCK entry class. In addition, Processor is hereby authorized to collect the maximum civil penalty authorized in the State in which the Payor Bank is domiciled.
 - c. Resubmitting the item and Payor Customer(s) will owe Processor a fee as provided in the fee section below.
 - d. Payee Customer(s) agrees to reimburse Processor and SnapCheck for any returned payments that were disbursed to Payee Customer(s). Processor and SnapCheck are authorized to debit the amount from the Payee Customer(s) Account via ACH or withhold the amount from the next disbursement. Returned items from ACH entries may be reprocessed by Processor and may be collected upon resubmission.
 - e. Unauthorized or Fraudulent Returns. All unauthorized returns are subject to a penalty charge of twenty-five (25) dollars each returned ACH, or check. The penalty charge will be in addition to all other fees and charges. Excessive Unauthorized Returns (over 0.5%) is grounds for immediate cancellation of this agreement and may subject the Customer(s) to additional fees, collection efforts, prosecution and or fines. Processor reserves the right to collect costs from the Customer(s) balance held by Processor or to hold incoming transactions until all returns are collected.

Customer acknowledges that they are using SnapCheck to send and receive money using the SnapCheck platform. Customer by virtue of the enrollment in SnapCheck agrees to these terms and conditions and thereby agrees to have Processor act as their agent cleared and deposit into a

Processor Clearing account the Check. The Check is cleared on the Payee's behalf and funds are then sent using ACH to the Payee. In this relationship, Processor is providing the services of a Third Party Sender and provides no financial accommodation to either party. Accordingly, in the event a Check is returned and Processor is unable collect the funds then the Customer(s) involved in the transaction shall jointly and severally guarantee payment of all of Processor's collections costs, including but not limited to attorney's fees and costs, and the face amount of the check, within 10 days after receipt of written demand for payment.

7. Customer(s) agrees to promptly and regularly review all entries and other communication received from their bank or Processor and to immediately notify Processor (within two (2) business weeks) in writing if there are any discrepancies between Customer(s) records and those provided by Processor or with respect to any transfer not authorized by Payor. Should Customer(s) fail to notify Processor within two weeks of discovering a discrepancy, then the Customer(s) will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer and shall indemnify, defend and hold Processor, Processor's Bank and or their agents, Third Party Vendors, assigns harmless from all losses, attorney's fees and costs arising with respect thereto.
8. Customer(s) will be solely responsible for submitting Checks thereby directing where and when (within the time schedules set by Processor) all money will be moved. After a check is submitted to the Processor's service for deposit no adjustments or edits will be made by Customer sending or receiving a check. Processor has the right to create files initiating credit/debit entries to make adjustments whenever Processor and or the bank in whose name files have been moved deems it necessary to do so.
9. Customer(s) desires to utilize the Processor software and processing services of Processor to create and transmit ACH and or x9 files (Check 21) files for the purpose of transferring money through the National Banking System pursuant to the terms of this Agreement and NACHA rules. Customer(s) shall initiate Check and credit/debit entries through the use of Processor technology in accordance with the training and instructions provided by SnapCheck, a Processor licensee. The total amount of credits must equal the total amount of debits.
10. It will be Customer(s) responsibility to manage the security of the system by carefully controlling access and monitoring use through their user name and password of their SnapCheck account on all access points and user interfaces and their mobile and computing devices. Customer(s) shall also be responsible for instituting measures to monitor for fraud, theft or misrepresentation and similar acts that may result in unauthorized checks being submitted to Processor.
11. NACHA, the Bank (and their regulators) and Processor have all adopted rules which may be amended from time to time effective upon reasonable notice to Customer(s). Customer(s) agrees to abide by said rules.
12. CUSTOMER(S) ACKNOWLEDGES THAT PROCESSOR LICENSES PROCESSOR SOFTWARE TO SNAPCHECK AND PROVIDES ITS SERVICES TO CUSTOMER(S) ONLY AFTER CUSTOMER(S) AGREE TO THE TERMS AND CONDITIONS OF THIS PAYMENT PROCESSING AGREEMENT, PROVIDE THEIR PERSONAL GUARANTEE AND SIGN THE AUTHORIZATION AGREEMENT FOR ACH CREDITS AND DEBITS. FURTHER, CUSTOMER(S) ACKNOWLEDGES THAT PROCESSOR IS A THIRD-PARTY SENDER/PROCESSOR OF ACH/EFT AND CHECK 21 TRANSACTIONS AND FURNISHES NO FINANCIAL ACCOMMODATIONS TO CUSTOMER(S) WHETHER THEY ARE SENDING OR RECEIVING A CHECK REPLACEMENT. FURTHER, CUSTOMER(S), ACKNOWLEDGES THAT THE CUSTOMER(S) PAYMENT PROCESSING AGREEMENT DO NOT LIMIT CUSTOMER(S) OBLIGATION TO COMPLY WITH LAW OR RULES.
13. Customer(s) by their acceptance of this Payment Processing Agreement hereby authorize Processor, to deposit checks into the Processor trust account and then initiate Automated Clearing House

(ACH) credit and or debit entries to Checking Account / Savings Account as indicated in their use of the SnapCheck platform as Payee Customers depository financial institution, hereafter called DEPOSITORY, and to credit and or debit the same to such account. Customer acknowledges that the origination of ACH transactions to Customer account must comply with the provisions of U.S. law. Further all ACH credits and or debits must be deposit of a Check in accordance with the agreements Customer has with Processor and SnapCheck.

14. Customer(s) should store or maintain check images and records for responsible amount of time to allow for confirmation and settlement of funds. In the event of natural disasters or other unforeseen events stored files may be destroyed or corrupted.

PROCESSOR OBLIGATION TO CUSTOMER(S)

1. Processor agrees to supply and Customer(s) agrees to license the Processor software and purchase the Processing Services described in the Customer(s) Payment Processing Agreement. Processing Services will be provided in accordance with this agreement and may rely on Third Parties to assist carrying out this contract.
2. Processor will only be responsible for processing entries that are submitted in proper format and on a timely basis. Processor shall have the right to advise Customer(s) of any applicable cut-off times which may change from time to time at the discretion of Processor after at least 3 business days' prior notice to Customer(s). Customer(s) does not have the right to cancel or amend any entry after submission to Processor or the National Banking System and Processor shall have no liability to Customer(s) for any transactions that have been processed after submission by Customer(s).
3. Processor, Processor Bank will not have access to the SnapCheck application or Customer's username and password. Customer will rely on SnapCheck for a secure link to Processor. Processor is acting only as a processor of ACH and Check 21 entries on behalf of the Customer(s). It is understood and agreed that Processor's obligation under this Agreement is to facilitate the transfer of funds following the Customer's instructions.
4. Processor may reverse any credit if payment of the corresponding debit is not honored or is reversed by Customer(s)'s bank for any reason or if Customer(s) fails to deposit adequate funds to cover a return.
5. All successfully collected payments, less returned items, shall be deposited into one or more accounts designated to SnapCheck by Customer(s) as "Customer(s) Accounts". Processor may rely solely on information provided through the SnapCheck platform.
6. Transaction Services:
 - a. Processor will provide the Processor software product and the processing services to create an x9 file format or ACH file and deposit of all funds processed into the Customer(s)'s account.
 - b. Capture of check images and information to create an x9 or ACH file that includes check MICR line information (ABA, DDA, Check number and amount) and check images.
 - c. All processing will be performed by Processor and supported by SnapCheck.
7. Processor reserves the right to retain or expunge images stored on behalf of Customer(s) in compliance with all known laws and regulations.
8. Processor reserves the right to require additional information and Customer(s) agrees to supply said information within three (3) business days upon written request. Analysis of information provided may be used to determine approved activity limits and balance requirements.

9. Processor will be responsible for the performance of ACH/EFT services as a Third-Party Sender/Processor in accordance with the terms of this Agreement and the laws, rules and regulations governing ACH and Check 21.
10. Processor will use the information provided by the SnapCheck platform to originate Entries to the ACH network.

CUSTOMER(S) LIABILITY AND INDEMNIFICATION

1. Liabilities and indemnification – Processor and SnapCheck are not responsible for the actions of Customer(s) or any other third party with respect to the amount, accuracy, and timeliness of transmittals or authorization of entries received from Customer(s). The acts of any other person or organization including, without limitation, banks or other financial institutions, or transmissions facilities, shall not be deemed the acts of Processor. Processor is not liable for errors, acts, or failure to act by others, including but not limited to, banks or common carriers. Processor is not liable for any loss, liability or delay caused by acts of God, fires, earthquakes, war, civil disturbances, terrorism, power surges or failures, acts of governments, labor disputes, failures in communication networks, legal constraints or other events beyond the reasonable control of Processor. Notwithstanding anything to the contrary contained herein, the remaining sentences of this paragraph shall control for all purposes and may only be modified by a subsequent writing signed by the Parties hereto. CUSTOMER(S) SHALL INDEMNIFY AND HOLD HARMLESS PROCESSOR AND SNAPCHECK. IN NO EVENT SHALL PROCESSOR OR SNAPCHECK BE LIABLE FOR OR ANY DAMAGES, WHETHER IN AN ACTION OF CONTRACT OR TORT, FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS LOSSES, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, IN CONNECTION WITH SERVICES PROVIDED HEREUNDER, EACH OF WHICH IS HEREBY PRECLUDED AND WAIVED BY AGREEMENT OF THE PARTIES, EVEN IF DCS OR SNAPCHECK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DCS OR SNAPCHECK AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER EXCEED THE AMOUNT OF FEES FROM A COMPLAINANT RECEIVED BY DCS OR SNAPCHECK UNDER THIS AGREEMENT FOR THE THREE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO DAMAGES, EXCEPT FOR DAMAGES RESULTING FROM PROCESSOR'S OR SNAPCHECK'S LIABILITY FOR ITS OWN GROSS NEGLIGENCE, RECKLESSNESS, BAD FAITH OR WILLFUL MISCONDUCT.
 - a. Customer(s) represents and warrants with respect to all transactions originated by Customer(s) that (1) each Customer(s) has authorized the debiting and crediting of their respective account, (2) each Entry is for an amount agreed to by the Customer(s), and (3) each Entry is in all other respects properly authorized and legal.
 - b. Customer(s) shall protect the check writer's information by keeping checks safe until they are successfully settled and then protecting or destroying originals in accordance with SnapCheck policies.
 - c. Customer(s) agrees to indemnify, defend and hold Processor and SnapCheck harmless from any losses, liabilities, costs or expenses including attorney's fees suffered or incurred as a result of Customer(s)'s breach of its representations and warranties herein.
 - d. Customer(s) understands that Processor may rely solely on identifying numbers provided by the Customer(s) to determine the bank and account of Payor and Payee even if the numbers identify a bank or account holder different from the one identified by the Customer(s) by name. Customer(s) will indemnify, defend and hold Processor and SnapCheck harmless from any losses,

liabilities, costs or expenses suffered or incurred as a result of an incorrect account or other identification.

- e. Customer(s) acknowledges and agrees that Processor may reject Entries for any reason permitted or required in the Law, Rules or Regulations associated with the movement of money. Customer(s) also understands that Checks which exceed the threshold parameters identified and set for the Customer(s) may be rejected. Customer(s) also acknowledges and agrees that a Check may be rejected if the Check would cause Processor or SnapCheck to violate any Federal Reserve or other regulatory risk control program or any other law or regulation.
- f. Customer(s) represents and warrants that funds from Customer(s)'s account shall be available to Processor if Processor fails to collect good funds from Customer

FEES

1. In exchange for Processor's Services under this Agreement, Customer(s) shall pay Processor fees as set forth in the Customer(s) Payment Processing Agreement. The Customer(s)'s account will be debited monthly, by SnapCheck which is under contract to act as Processor's agent for the purposes of billing Processor fees.
 - a) For those accounts debited monthly, Processor, or their agent SnapCheck, may supply an electronic invoice at least 3 business days before an electronic debit occurs. If any electronic debit for Processor's fees is returned, Processor reserves the right to temporarily or permanently remove Customer(s) from processing Entries through Processor. Any returned billing transactions for Processor fees are subject to a service charge. Past due accounts shall be subject to a 1.5% monthly service charge. Customer(s) authorizes Processor to automatically collect all fees, charges and other amounts due them pursuant to this Agreement by appropriate ACH entries three business days after billing to Customer(s). Customer(s) authorizes Processor to debit/credit Customer(s)'s bank account.
 - b) Fees may be adjusted from time to time with 30 days' notice to the Customer(s).
2. The Customer(s) shall provide information to Processor concerning their existing bank account. This account may be used by Processor to transfer funds by ACH credit or debit.
3. In the event the Customer should ever fail after a reasonable time (not to exceed 3 days) to cover one or more returned checks, the Customer(s) shall immediately wire funds to Processor's clearing account (if applicable). In such event, Customer(s) agrees to cover the costs or overdraft fees (if any) and to pay Processor \$75 per hour to cover the time and effort required to, notify the Customer(s) and work with the bank. In the event the Customer(s) is unable to wire funds the same business day and Processor is forced to cover the overdraft, there shall be an additional fee of \$200 plus interest at the highest rate allowed by law.
4. In case of a return item for Processor fees, Processor may re-submit the item and Customer(s) will be charged a \$30 service fee. If further collection attempts are required, all Processor's collections costs, including attorney's fees, where permitted by law, will be charged to and paid by Customer(s). Customer(s) will have ten (10) days after receipt of written demand for payment and if not timely paid, Processor shall have the right, in addition to all other rights, to offset funds sufficient to pay any amounts owed to Processor from the Customer(s)'s Account by an appropriate Entry.
5. Customer(s) understands and agrees that any interest accrued on funds transferred to the Processor Bank clearing account is the property of Processor.

TERM

1. **Term of this Agreement:** This Agreement will have a term of three years commencing with the date of this Agreement. Either party may terminate this Agreement at the end of any contract term provided that written notice to this effect is given to the other party not less than ninety (90) days prior to the end of any contract term. It is understood that if proper notification is not given, the term will automatically be renewed pursuant to the terms of the Agreement.

If Customer(s) provides timely notice to Processor as aforesaid of its intention to terminate this Agreement, this Agreement shall terminate as provided hereafter. In the event of such termination, Customer(s) shall pay Processor all direct expenses incurred by Processor in turning over to Customer(s) all information maintained by Processor and relating to Payment Services performed by Processor.

These expenses shall include, but shall not be limited to, charges for computer run time and programming requirements in accordance with Processor published rate schedules in effect at that time. In the event that Customer(s) discontinues using Processor for payment Services prior to the end of any contract term, Customer(s) will be liable to Processor for a lump sum early termination fee to be calculated as the greater of the monthly minimum or the average monthly billing exclusive of pass through costs including, but not limited to postage, Federal Reserve charges, etc., for the past twelve months multiplied by the number of months and any portion of a month remaining in the Services contract term.

If any entity merges or acquires Customer(s), such entity will automatically assume the obligations and liabilities of Customer(s) in this Agreement for the remaining contract term.

Upon receipt of notice of Customer(s)'s intention to terminate Processor's Payment Services and Agreement termination fees will be assessed by Processor at its sole discretion and shall become immediately due and payable. Under no circumstances shall Customer(s) render payment of these fees later than thirty (30) days after Processor has billed the Customer(s).

Processor reserves the right to cease providing **ALL**-Services to Customer(s) if any amount due to Processor under this Agreement or any other amount due Processor is not paid in a timely fashion.

During the term of the Agreement, Customer(s) shall not engage any third-party processor other than Processor to provide the Services and shall not perform the Services itself provided that Processor agrees to provide Services for the geographic area and volume sizes that Customer(s) requires.

TERMINATION

1. Notwithstanding any other provision of this agreement, either party may terminate this Agreement at any time at the occurrence of one or more Events of Default. Events of Default are as follows: a breach by Customer(s) or Processor of any covenant, condition or representation of this Agreement

and the failure to cure such breach within thirty (30) days after receipt of written notice from the non-defaulting party of said breach; or (ii) any dissolution, bankruptcy, insolvency, liquidation, or similar event affecting either party and (iii) Cancellation or suspension of a necessary license, bank relationship or any other reason that makes it legally impossible for either party to perform the obligations, terms and conditions under this agreement.

2. **Non-Default Termination of Agreement:** Any time while this Agreement is in effect during which time neither party is in breach of this Agreement, any party to this Agreement may terminate this Agreement upon ninety (90) days notice. Customer(s)'s representations, obligations and duties shall survive termination of this Agreement and Customer(s) shall indemnify, defend and hold Processor harmless from all claims, losses and expenses including attorney's fees relating to any breach of this Agreement and Customer(s) shall be liable to Processor for all sums of monies due and payable hereunder to Processor leading up to said breach.
3. **Immediate Termination:** Processor reserves the right to terminate this agreement without any further obligation and at any time, without cause, if in the sole opinion of Processor the Customer(s) account or Customer(s) practices (including consumer complaints about Customer(s) practices) exposes Processor to financial, compliance or reputational risk whether such risk was fully disclosed during the application and underwriting process.

PERSONAL GUARANTEE

1. Customer(s) using SnapCheck if a natural person or the owner of a computing device that is using the SnapCheck platform under the auspices of an entity has by accepting this Payment Processing Agreement agreed to become a "Personal Guarantor". Personal Guarantors guarantee to Processor and SnapCheck the performance of this Agreement, and any addendum thereto by Customer(s), including payment of all sums due and owing and costs associated with the enforcement of the terms hereof. Processor shall not be required to first proceed against the Customer(s) or enforce any other remedy before proceeding against the Guarantor.
2. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of Processor. The term of this guarantee shall be for the duration of the Customer(s) Processing Agreement and any addendum thereto and shall guarantee all obligations which may arise regarding Customer(s)s activities during the term thereof though enforcement shall be sought after any termination.

OTHER

1. **Authority:** Customer(s) represents and warrants that it has been authorized to enter into this Agreement and stipulates that any action that Processor takes in reliance upon this Agreement is authorized by either actual or apparent authority of the Customer(s), its agents, assigns, officers, directors, and employees. If any of Customer(s)'s agents, assigns, officers, directors, and employees does not have the authority to agree to the debit or the credit process by Processor, Customer(s) shall indemnify, defend and hold Processor harmless from such actions and all costs and attorney's fees incurred by Processor. Customer(s) stipulates and agrees that Customer(s) is liable for all actions taken by Processor in reliance upon the actual or apparent authority of Customer(s) representative.

2. **Document Execution:** The parties to this Agreement agree to execute this agreement electronically to carry out the terms of this Agreement and give effect to the intentions of the parties contained herein.
3. **Intellectual Property:** ACHeck21® is copyrighted by DCS Holdings Group, LLC a Florida Limited Liability Company located at 926 Hemsath Road, Suite 104a, St Charles, Missouri (DCS). All rights, title and interest, including, without limitation all intellectual property rights, (Collectively, the “Rights”) in and to ACHeck21, the contemplated services, all products, software, documents and other material related thereto are retained by DCS. Customer(s) may only use the services, software and documentation under license from DCS. The trademarks “ACHeck21®”, and such other trademarks that may be filed from time to time are also proprietary and may not be used except by permission. Customer(s) acknowledges and agrees that the processing services and any software used in connection therewith contain proprietary and confidential information of DCS that is protected by applicable intellectual property and other laws.
4. **Use of Customer(s) Information:** Processor agrees that all Customer(s)’s data is confidential and will only be disbursed to third parties of Processor when necessary to effect the terms of this agreement.
5. **Suitability Review:** Customer(s) agrees that Processor may require the Customer(s) to update the information provided to Processor as part of our initial review and underwriting at any time, including by not limited to updated credit reports, financials and bank statements. Customer(s) also agrees that DCS may employ other services to ascertain the Customer(s)’s continued suitability in Processor’s sole judgment for check processing services. During regular business hours Processor may visit Customer(s) location to determine Customer(s)’s compliance with this agreement and or require of the Customer(s) a self-assessment to address the Customer(s)’s suitability. Should Customer(s) be judged by Processor to be unsuitable for continued processing, Processor may discontinue processing for Customer(s) and may invoke the termination procedures set forth in this agreement.
6. **Agreement not to sue:** Customer(s) hereby waives releases and agrees not to sue Processor or SnapCheck for any claim relating to, arising out of, or in any way related to this Agreement. The procedure for settlement of all disputes shall be by negotiation first, mediation second and final resolution by Arbitration as follows:
 - a. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
 - b. If they do not reach solution by negotiation within a period of 60 days, then, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be settled by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation. The cost of mediation will be split among the parties.
7. **Arbitration:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, or any part of such controversy or claim, not first settled by either negotiation or mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all its costs and fees. “Costs and fees” mean all reasonable pre-award expenses of the arbitration, including the arbitrators’ fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys’ fees.
8. **Legal fees:** Should either party appeal an Arbitration award or any part of such award the court having jurisdiction shall award the “post arbitration award” legal Costs and Fees to the prevailing party, if any, as determined by the court. “Costs and fees” mean all reasonable pre-award expenses of the

arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

9. **Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. The Parties acknowledge that this agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this agreement. In the event an Arbitration ruling is appealed, venue shall be St Charles County, Missouri or in the United States Federal District Court (Eastern District), St. Louis, Missouri.
10. **Survivability:** If any provision of this Agreement contravenes or is held invalid under the laws of any jurisdiction, this Agreement shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this Agreement shall be construed and enforced accordingly.
11. **Successors:** This Agreement shall be binding upon the successors and assigns of the parties.
12. **Entire Agreement:** This Agreement, together with exhibits thereto, constitutes the entire Agreement between the parties and correctly describes the parties' mutual understanding of this Agreement. All oral or written agreements, representations or understandings between the parties entered into or made prior to or made contemporaneously with the effective date of this Agreement have been incorporated into this Agreement or were revoked, released or terminated before the effective date of this Agreement. No modifications, deletions, additions or amendments to this Agreement shall be binding on Processor signed by Processor.
13. **Data Privacy:** The Parties acknowledge that, during the Term of this Agreement, each party may provide the other with Confidential or NPI, as defined hereunder, including but not limited to data, information, ideas, materials, specifications, procedures, schedules, software, technical processes and formulas, source code, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, marketing data or other relevant information that is marked "confidential" (or similarly) or, if not so marked, is clearly intended to be confidential (collectively, the "Confidential Information").

Each Party will protect all Confidential Information of the other with at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care. Neither party may use, disclose, provide, or permit any person to obtain any Confidential Information in any form, except for employees, agents, or independent contractors whose access is required to carry out the purposes of this Agreement and who have agreed to be subject to the same restrictions as set forth in this Agreement. Violation of any provision of this Section is the basis for the immediate termination of this Agreement. Each party's obligation to maintain confidentiality will survive termination of this Agreement.

The confidentiality obligations of this Section do not apply to any information received by a party that (i) is generally available to or previously known to the public, (ii) can be reasonably demonstrated was known to a party prior to the negotiations leading to this Agreement, (iii) is independently developed by a party outside the scope of this Agreement without use of or reference to the other party's Confidential Information, or (iv) is lawfully disclosed pursuant to a court order, provided that the party subject to the order will promptly notify the party whose Confidential Information is to be disclosed, so that party may seek a protective or similar order.

Each party will monitor for any incidents involving the compromise of Confidential Information or NPI, as defined below (a “Breach”) and agrees to notify the other party as soon as possible of any such incident to enable that party to expeditiously implement its incident response program. Should any Breach occur, each party agrees that the non-breaching party has the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such use, disposition, attempted use or attempted disposition, it being acknowledged that legal remedies are inadequate to protect non-breaching party under such circumstances and that the unavailability of immediate injunctive relief would subject non-breaching party to irreparable harm.

PROCESSING BANK

Customer wishes to access the payment services of Heritage Bank (“Bank”) by utilizing SnapCheck and Processor to create an image cash letter file, ACH instruction, or other payment instruction to Processor for processing (“Clearing Services” or “Services”). Bank is willing to provide such Services to Processor but under the banks agreement with Processor, provides no financial accommodation or service to Customer or SnapCheck.

Clearing Services

Eligible Deposits. The following types of deposits are eligible for Bank’s Clearing Services: consumer Checks, business/corporate Checks (“Eligible Deposits”), ACH credits, and other ETF credits. The following types of deposits are not eligible for Clearing Services: savings bonds and items drawn outside of the United States or its territories or possessions. Bank may reject or refuse to process any deposits that are not Eligible Deposits.

Customer Acknowledgments. Customer acknowledges that: (a) there is a 7:00 p.m. Eastern Time cutoff for same-day credit; (b) at Bank’s discretion, Regulation CC rules may apply to any Eligible Deposit; (c) Customer will not receive credit on non-Banking Days; and (d) the timeframes for processing Eligible Deposits begin when the Eligible Deposits are received by Bank and not when the Eligible Deposits are transmitted by Customer.

Modifications to Clearing Services. Bank may modify the Clearing Services from time to time; provided, however, Bank shall give Customer at least 30 days’ prior notice before implementing any modifications to the Services that would materially alter the Services’ functionality.

Compliance. Customer shall comply with all local, state, and federal laws and regulations applicable to Clearing Services.