

Terms and Conditions for Payment Processing

CentralSquare Payments is a registered MSP/ISO of BMO Harris Bank N.A. Services purchased from CentralSquare Payments are provided by Paya and BMO Harris Bank. The payment processing Terms and Conditions below contain language and terms required to be included by Paya or BMO and will not be negotiated.

Paya Bankcard

These are the Terms and Conditions applicable to Payment Processing services by and between Paya, Inc. (“**Paya**”), BMO Harris N.A. (“**Bank**”), and the The City of Aurora, an Illinois home rule municipal corporation (“**Organization**”) who has executed the Agreement.

ARTICLE I – ADDITIONAL DEFINITIONS

“**Account**” means a bank account maintained by Organization as set forth in Section 6.10 for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement.

“**ACH**” means the Automated Clearing House paperless entry system operated by the Federal Reserve.

“**Agreement**” means the Payment Acceptance Application and these Terms and Conditions with all exhibits and attachments, Schedule of Fees, and any supplementary documents indicated herein, as amended from time to time, all of which constitute the Agreement.

“**American Express**” means American Express Travel Related Services Company, Inc.

“**American Express Organization Operating Guide**” means the rules and regulations available at www.americanexpress.com/merchantopguide (or any successor or replacement website), as they may be amended from time to time by American Express.

“**Application**” means the initial disclosure of organization’s information used to underwrite and approve applicant for Payment Processing services

“**Authorization**” means a computerized function or a direct phone call to a designated number to obtain credit approval for individual Transactions from the Card Issuer.

“**Card**” means any account or evidence of an account issued to a Cardholder under license from a Payment Brand, any or representative or member of a Payment Brand, that Organization accepts as payment from Cardholders for goods or services. Cards include, but are not limited to, credit and debit/check cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts and any other payment instrument with an embedded microcomputer EMV chip.

“**Cardholder**” (also referred to as “Card Member” in some Payment Brand materials) means the person whose name is embossed upon the face of the Card and who purports to be the person in whose name the Card is issued.

“**Card Issuer**” means the financial institution or company, which has provided a Card to the Cardholder.

“**Chargeback**” means the procedure by which, and the value of, a Sales Draft (or disputed portion thereof) returned to Bank by a Card Issuer.

“**Credit Voucher**” means a document executed by a Organization evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.

“**Debit Card**” means a plastic card used to initiate a debit Transaction, used primarily to purchase goods or services and obtain cash, for which the Cardholder’s bank account is debited by the issuer.

“**Discount Fee**” means a fee charged on all Transactions that is payable by Organization to Paya for processing Organization’s Transactions.

“**Discover**” means DFS Services, LLC.

“**EMV**” means Europay, Mastercard and Visa.

“**Imprint**” means: (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft.

“**Mastercard**” means Mastercard International Incorporated.

“**Payment Brand**” means any payment method accepted by Paya for processing, including, without limitation, Visa, Mastercard, Discover, American Express and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.

“**PCI DSS**” means the Payment Card Industry Data Security Standards available at <http://www.pcisecuritystandards.org>, as amended from time to time.

“**Reserve Account**” has the meaning set forth in Section 6.06.

“**Rules**” means the rules, regulations, and other requirements of any Payment Brand or related authority, including, without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association, as amended from time to time. “Rules” includes without limitation the Visa USA, Inc. Operating Regulations, Visa International Operating Regulations, Mastercard Rules, Discover Operating Regulations, and the American Express Organization Operating Guide. Capitalized terms not defined herein shall have the meanings set forth in the Rules.

“**Sales Draft**” means the paper form approved in advance by Paya, whether such form is electronically or manually imprinted, evidencing a sale Transaction.

“**Transaction**” means any retail sale of goods or services, or credit for such, from Organization for which the customer makes payment through the use of any Card and which is presented to Bank for collection.

“**Visa**” means Visa Inc.

“**Voice Authorization**” means a direct phone call to a designated number to obtain credit approval on a Transaction.

ARTICLE II - ORGANIZATION REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

2.01 Honoring Cards. (a) Organization will accept, without discrimination, all valid Cards properly presented for payment for bona fide, legitimate business transactions arising out of Organization’s usual trade or business and for Transactions originated by Organization; (b) U.S. retailers may require a minimum purchase amount on credit

card transactions. The minimum purchase amount must not exceed \$10.00 (ten dollars) and does not apply to transactions made with a Debit Card. Maximum transactions amounts may be established by Federal agencies and institutions of higher learning; (c) Organization shall not require any Cardholder to pay any part of any fee imposed upon Organization by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge as a condition of sale that is not also required from a customer paying cash. However, Organization may offer discounts to customers for cash purchases. Organization may also charge a service fee on Transactions if Organization charges a service fee: (i) for all payment methods (check, credit card, etc.) or (ii) for a specific payment mode (telephone) and not for other payment modes (face-to-face); (d) Organization shall not accept a Card as payment (other than to the extent permitted by this Agreement), if the person seeking to use the Card does not present the Card to permit Organization to examine it and obtain an Imprint or otherwise use the physical Card to complete the Transaction. Organization shall not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Organization's Card or the Card of any other party. Organization agrees that any such deposit shall be grounds for immediate termination. Organization shall not obtain under any circumstance Authorization for, nor process a sale on, any Card that Organization is authorized to use. Processing Organization's own Card is grounds for immediate termination.

2.02 Card Acceptance. When accepting a Card for a face-to-face Transaction, Organization will follow the steps provided by Bank and Paya, and will: (a) Examine the Card for the Cardholder's signature and if the Card is not signed, request identification to confirm that the Cardholder is the person he/she purports to be and determine in good faith and to the best of its ability that the Card is valid on its face; (b) Check the effective date (if any) and the expiration date of the Card, examine any card security features (such as a hologram) included on the Card; and (c) Obtain Authorization before completing any Transaction (where Authorization is obtained, Organization will be deemed to warrant the true identity of the customer as the Cardholder); (d) Unless the Sales Draft is electronically generated or is the result of an Internet, mail, telephone or preauthorized order, obtain an Imprint of the Card; (e) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (f) As required by the Rules, obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (g) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (h) Provide the Sales Draft to the Cardholder following the purchase; and (i) Legibly reproduce the Cardholder's name, account number, expiration date, and the Organization's name and place of business if that information is not legibly imprinted on the Sales Draft. In addition, for Mastercard Transactions, Organization will legibly reproduce the name of the Card Issuer as it appears on the face of the Card. Each Sales Draft presented to Bank for collection shall be genuine and will not be the result of any fraudulent Transaction or telemarketing sale and shall not be deposited on behalf of any business other than Organization.

2.03 Authorization. (a) Organization will obtain a prior Authorization for all Card sales. If Organization cannot, for any reason, obtain an electronic Authorization, Organization will request a Voice Authorization from the designated authorization center, and will legibly print the authorization number on the Sales Draft; (b) Organization will not obtain or attempt to obtain Authorization unless Organization intends to submit a Transaction for the authorized amount; (c) Organization will not divide a single Transaction between two or more Sales Drafts or two or more Cards; (d) Organization will not attempt to obtain Authorization on an expired Card; (e) Organization acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale, that an Authorization is not a guarantee of payment, and that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Receiving an Authorization shall not relieve the Organization of liability for Chargeback on any Transaction; (f) Transactions will be deemed invalid on Cards that are expired, whether or not an Authorization has been obtained; (g) If Authorization is granted, Organization shall print the Authorization number, or ensure that it appears legibly in the appropriate location on the Sales Draft; and (h) If Authorization is denied, Organization shall not complete the Transaction and shall follow any instructions from the authorization center; (i) Organization shall not obtain or attempt to obtain Authorization for a Transaction that it knows or should have known to be either fraudulent or not authorized by the Cardholder.

2.04 Retention and Retrieval of Cards. (a) Organization shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card upon receiving such instructions when making a request for Authorization or if Organization has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen; (b) The obligation of Organization imposed by this Section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property and Organization will hold Bank and Paya harmless from any claim arising from any injury to person or property, or other breach of the peace in connection with the retention or recovery of a Card.

2.05 Compliance with Law; Payment Card Industry Data Security Standards; Non-Disclosure and Storage of Cardholder and Transaction Information Requirements. (a) Organization confirms that it is, and shall be, in full compliance during the term of this Agreement with all laws, statutes and federal and/or state regulations, as well as the Rules as may be applicable to Organization, its business and any Transaction (b) Internet Organizations shall, at a minimum, include the following information and processes on their Internet sites, (i) prominent display of Organization's name as "organization" and as the name that will appear on the Cardholder statement, (ii) a complete description of goods or services offered; (iii) delivery standards including method and time for delivery; (iv) terms and conditions of purchase, and export or legal descriptions; (v) return/refund policy described in reasonable detail; (vi) opportunity to view and confirm order before order submission; (vii) secure method for payment data transmission; (viii) currency of transaction provided (USD); (ix) disclosure of Organization's outlets to country of origin; (x) display of card association or payment network logos; (xi) clear disclosure of Organization's privacy policy; (xii) alternate Organization contact info options; and (xiii) display of web hosting company contact information; (c) Organization hereby certifies that it (and any outside agent or contractor that it may utilize to submit Transactions to Paya) complies and will comply with the PCI DSS and Organization hereby agrees to pay any fines and penalties that may be assessed by a Payment Brand as a result of Organization's noncompliance with the requirements of PCI DSS, any data breaches, or by its failure to accurately validate its compliance. Organization will review and monitor the PCI DSS and other related Rules in order to determine the timeframes and mandates for compliance under PCI DSS. The foregoing is an ongoing obligation during the term of this Agreement and as this Agreement may be renewed. Organization acknowledges and understands that Organization may be prohibited from participating in Payment Brand programs if it is determined that Organization is non-compliant. The following lists certain (but not all) of the current PCI DSS requirements, all of which Organization shall comply with, if applicable: (i) install and maintain a working network firewall to protect data accessible via the Internet; (ii) keep security patches up-to-date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data to business "need to know;" (vii) assign a unique ID to each person with computer access to data; (viii) do not use vendor supplied defaults for system passwords and other security parameters; (ix) track access data by unique ID; (x) maintain a policy that addresses information security for employees and contractors; and (xi) restrict physical access to Cardholder information. Organization shall notify Paya if it utilizes any third party that provides payment related services, directly or indirectly and/or stores, transmits, or processes Cardholder data and Organization is responsible ensuring compliance of any such third parties with PCI DSS. (d) To the extent Organization is required under the Rules, or Organization otherwise elects, to utilize EMV chip-capable terminals, all EMV chip-capable terminals used by Organization must appear on the EMV co-approved terminal list maintained by the Payment Brands. (e) In the event of the failure, including bankruptcy, insolvency, or other suspension of Organization's business operations, Organization shall not sell, transfer, or disclose any materials that contain Cardholder account numbers, personal information, or other Transaction information to third parties. Organization and/or its agent shall either return this information to Paya or provide Paya with acceptable proof of destruction of this information. (f) If Organization is undergoing a forensic investigation regarding PCI DSS compliance at the time Organization executes this Agreement, then Organization shall fully cooperate with the investigation until completed. Paya warrants that it complies with the applicable required PCI DSS regulations and that Paya is a PCI DSS Validated Service Provider.

2.06 Returns and Adjustments. (a) Organization's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with the Rules. If applicable, Organization agrees to disclose to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise and of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms); (b) Such disclosures must be made on all copies of Sales Drafts in letters approximately 1/4 inches high in close proximity to the space provided for the Cardholder's signature on the Sales Draft and issued at the time of sale; (c) If Organization does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. Organization shall not refund cash to a Cardholder who paid for the item by Card; (d) Credits must be made to the same Card account number on which the original sale Transaction was processed.

2.07 Organization's Business. (a) Organization will immediately notify Paya, with a copy to Bank, of any bankruptcy, receivership, insolvency or similar action initiated by or against Organization or any of its principals. Organization will include Bank and Paya on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing; (b) Organization must notify Paya, with a copy to Bank, in writing of any changes to the information in the Application, including but not limited to: a change to Organization's financial condition (within 3 days), any addition allocation or new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and the manner in which sales are completed. Organization must also notify Paya in writing, with a copy to Bank, if Organization sells or closes its business. Except for a change to the financial condition, Paya and Bank must receive all such notices 7 days prior to the change and otherwise upon request from Paya. Organization is liable to Paya and Bank for all losses and expenses incurred by Paya and Bank arising out of Organization's failure to report changes. Paya and Bank may immediately terminate this Agreement upon a change to the information in the Application, whether Paya and Bank independently discover such change or whether Organization notifies Paya and Bank of such change.

2.08 Advertising. (a) Organization will prominently display the promotional materials provided by Bank and Paya in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logotype ("Marks") associated with Card(s) shall be limited to informing the public that Card(s) will be accepted at Organization's place(s) of business. Organization's use of promotional materials and Marks is subject to the direction of Bank and Paya and must be utilized in accordance with the Rules; (b) Organization may use promotional materials and Marks during the term of this Agreement and shall immediately cease use and return any inventory to Bank or Paya upon any termination thereof; (c) Organization shall not use any promotional materials or Marks associated with any Payment Brand in any way which implies that the Payment Brand endorses any goods or services other than Card services and Organization shall not refer to any Payment Brand in stating eligibility for Organization's products or services. Organization's rights to use the Marks shall terminate with termination of this Agreement and Organization will cease all use of the Marks upon notification by the applicable Card association to discontinue use. Organization shall be fully liable to Bank and/or Paya for any and all loss, cost and expenses suffered or incurred by Bank and/or Paya, arising out of failure to return or destroy such materials following termination or Organization's misuse of the Marks. If Organization is a "Direct Mail Cardholder Solicitation Organization," then Organization acknowledges that the trademark 'Mastercard' and the corresponding logotype are the property of Mastercard International Incorporated (herein, "the Corporation"). Organization shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression that Organization's products or services are sponsored, produced, affiliated with, offered, or sold by this Corporation. Organization shall not use the mark or logo on its stationery, letterhead, envelopes, or the like nor in its solicitation; provided, however, that Organization may use one of the mark or logo in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1 1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; provided further that the legend, 'Accepted for Payment' must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall Organization use any of the logo on the front or first page of its solicitation. One truthful statement that Organization is directing or limiting its offer to Mastercard cardholders may appear in the body of the solicitation, other than in close proximity to the payment or enrollment space, subject to the limitation that: (i) only the word mark may be used; (ii) the word mark may not (1) exceed in type size the size of any other type on the same page, (2) differ in color from the type used in the text (as differentiated from the titles) on the same page, (3) be as large or as prominent as the name of Organization, (4) be the first item appearing on any page, nor (5) in any other way be the most prominent element of the page; (iii) Organization's name and/or logo must appear prominently on the same page as the mark; and (iv) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print: 'Mastercard International Incorporated is not affiliated in any way with Organization and has not endorsed or sponsored this offer.' Organization further agrees to submit its first direct mail solicitation(s), prior to mailing, to the Mastercard Law Department, to be reviewed only for compliance with this Corporation's trademark rules and shall furthermore not distribute in any manner such solicitations until Organization shall have obtained the Corporation's written approval of the manner in which it uses Mastercard mark and logo on such solicitations. Organization shall likewise, upon request, submit to the Corporation any amended solicitations prior to mailing.

2.09 Representations and Warranties of Organization. Organization represents and warrants to Bank and Paya at the time of execution and during the term of this Agreement that: (a) All information contained in the Application or any other documents delivered to Bank and/or Paya in connection therewith is true and complete and properly reflects Organization's business, financial condition and principal partners, owners or officers; (b) Organization has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Organization is subject; (c) Organization has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) There is no action, suit or proceeding now pending or to Organization's knowledge, threatened by or against or affecting Organization which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) Organization has performed and will perform all of its obligations to the Cardholder in connection with the Transaction evidenced by each Sales Draft; (f) With respect to all Transactions that Organization requests Paya and Bank to originate, Organization continuously represents and warrants to Bank and Paya that: (i) Each Cardholder has authorized the debiting and/or crediting of its account; (ii) Each entry is for an amount the Cardholder has agreed to; and (iii) Each entry is in all other respects properly authorized; and (h) Organization will not sell, purchase, provide or exchange any Cardholder's account name or number information in any form to any third party except to Bank or to Paya or pursuant to written government request, and then only upon prior notice to Paya given in sufficient time to permit Paya to file a protective motion.

2.10 [Deleted]

2.11 [Deleted]

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK; RESERVE ACCOUNTS; TYPES OF TRANSACTIONS

3.01 Acceptance. Bank and Paya shall accept from Organization all valid Sales Drafts deposited by Organization and shall present the same to the appropriate Card Issuers for collection against Cardholder accounts. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and the Rules. Bank shall only provisionally credit the value of collected Sales Drafts to the Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks, fees, penalties, late submission charges and items for which Bank did not receive final payment. Settlement of funds will be in United States Dollars. Bank and Paya may refuse to accept any Sales Draft or revoke its prior acceptance of a Sales Draft in the following circumstances: (a) the Transaction giving rise to the Sales Draft was not made in compliance with all terms and conditions of this Agreement; (b) the Cardholder disputes his liability to Bank for any reason, including but not limited to those Chargeback rights enumerated in the Rules; or (c) the Transaction giving rise to the Sales Draft was not directly between Organization and the Cardholder. Bank will offset from payments due to Organization, any amount previously credited to Organization for a Sales Draft not accepted or later revoked by Bank and Paya. Organization shall regularly and promptly review all statements of account, banking statements, and other communications sent to Organization and shall immediately notify Paya if any discrepancy exists between Organization's records and those provided by Paya, the Organization's bank, or with respect to any transfer that Organization believes was not authorized by Organization or Cardholder. If Organization fails to notify Paya in writing within fourteen (14) calendar days after the date that Paya mails or otherwise provides a statement of account or other report of activity to Organization, Organization will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer. The foregoing does not limit in any way Organization's liability for any breach of this Agreement.

3.02 Endorsement. The presentment of Sales Drafts for collection and payment is Organization's agreement to sell and assign its right, title and interest in each Sales Draft completed in conformity with Bank's and Paya's acceptance procedures, and shall constitute an endorsement by Organization to Bank of such Sales Drafts. Organization hereby authorizes Bank to supply such endorsement on Organization's behalf. Organization agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. Sec. 365, as amended from time to time. Organization acknowledges that its obligation to Bank and Paya for all amounts owed under this Agreement arise out of the same transaction as Bank's obligation to deposit funds to the Account.

3.03 Transmission Method. If Organization utilizes electronic authorization and/or data capture services, Organization will enter the data related to a sales or credit Transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the Transaction is completed. If Organization provides its own electronic terminal or similar device, such terminals must meet Paya's and Bank's requirements for processing Transactions. Information regarding a sales or credit

Transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by Organization to Paya or its agent(s) in the form Paya from time to time specifies, or as required under the Rules. If Bank and Paya request a copy of a Sales Draft, credit voucher or other Transaction evidence, Organization will provide it within 3 business days following the request. The means of transmission indicated in the Application shall be the exclusive means utilized by Organization until Organization has provided Paya with at least 30 days prior written notice, with a copy to Bank, of Organization's intention to change the means of such delivery or otherwise to alter in any material respect Organization's medium of transmission of data to Paya.

3.04 Chargebacks. (a) Simultaneously with each Cardholder Transaction, a contingent and unmatured claim for Chargeback accrues against Organization in favor of Paya and Bank if under the Rules, Paya or Bank is required, or has the right, to pay to any Payment Brand any fees, discounts, customer credits and adjustments, charges, fines, assessments, penalties or other items which may be charged back to Organization by Paya and Bank. Organization agrees that it is fully liable to Bank and Paya for all Chargebacks, and that Bank and Paya are authorized to offset from incoming Transactions and to debit via ACH the Account, the Reserve Account, or any other account held at any other financial institution in the amount of any Chargeback. Organization agrees to accept for Chargeback any sale for which the Cardholder disputes the validity of the sale according to the Rules; or Paya and Bank determine that Organization has in any way failed to comply with the Rules, this Agreement or Paya's procedures, including but not limited to the following: (i) The Sales Draft is illegible, not signed by the Cardholder or has not been presented to Bank within the required time-frames; (ii) The Sales Draft does not contain the Imprint of a valid, un-expired Card; (iii) A valid Authorization number has not been correctly and legibly recorded on the Sales Draft; (iv) The Sales Draft is a duplicate of a prior Transaction or is the result of two or more Transactions generated on one Card for a single sale; (v) The Cardholder alleges that he or she did not participate in the sale, authorize the use of the Card, receive goods or services purchased, or receive a required credit adjustment, or disputes the quality of the goods or services purchased; (vi) The price of goods or services on the Sales Draft differs from the amount which Organization presents for payment; (vii) The Transaction results from an Internet, mail, phone or preauthorized order and the Cardholder disputes entering into or authorizing the Transaction or the Transaction has been made on an expired or non-existing account number; (viii) Paya and Bank believe, within their sole discretion, that Organization has violated any provision of this Agreement; (ix) Paya determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of Organization or Organization's agents or employees; (x) Organization fails to provide a Sales Draft or legible copy thereof to Bank and Paya in accordance with this Agreement. (b) Organization acknowledges that Paya and Bank shall have full recourse to charge back the amount of a Card sale for which the Cardholder disputes that he/she did not authorize the charge if (i) the Imprint of the Card or (ii) the signature of the Cardholder was not obtained by Organization; and (iii) Organization shall not initiate a Transaction in an attempt to collect a Chargeback. Organization shall be liable for all fees arising out of the Chargeback dispute processes under the Rules.

3.05 Processing Limits. Organization's "Approved Monthly Volume" for sales drafts is that monthly volume set forth in the Application or as otherwise set forth in the Processing account approval letter from Paya to Organization or as may be later changed by Paya from time to time upon notice to Organization. If Organization exceeds the Approved Monthly Volume, either in the aggregate or with respect to any "method of sale": (i) Paya and Bank may suspend processing, hold the funds over the Approved Monthly Volume, and/or return all Sales Drafts evidencing funds over the Approved Monthly Volume to Organization; and (ii) Organization is subject to a 5% fee on all monies processed over the Approved Monthly Volume.

3.06 Additional Requirements for Acceptance of Debit Cards. Organization may honor at the locations set forth on the Application debit cards ("Debit Card") serviced by the electronic funds transfer networks in connection with the sales ("Debit Card Sale") of merchandise or services to the holders of such Debit Cards ("Debit Cardholders"). Bank and/or Paya agree to accept from Organization via electronic transmission documents evidencing such Debit Card Sales ("Sales Transmittal") and Adjustment Drafts (as defined below).

(a) **Compliance; Authorization; Other Requirements.** Organization agrees to comply (and assume all liability for failure to comply) with the Rules of the Debit Card networks ("Networks") as amended from time to time. Any Authorization must be obtained immediately for every Debit Card Sale as directed by Bank and/or Paya ("Authorization"). When Authorization is obtained, Organization will electronically print the authorization number on the Sales Transmittal. Organization agrees that: (i) for each Debit Card Sale, the Debit Cardholder must enter his Personal Identification Number ("PIN") through a PIN pad located at the point of sale ("POS"); (ii) each PIN pad will be situated to permit Debit Cardholders to input their PINs without revealing them to other persons, including Organization's personnel; (iii) Organization will instruct personnel (a) that they may not ask any Debit Cardholder to disclose the PIN and (b) in the event that any of Organization's personnel nevertheless becomes aware of any Debit Cardholder's PIN, such personnel will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person; (iv) the PIN message must be encrypted from the PIN pad to the POS terminal and from the POS terminal to the Network and back so that the PIN message will not be in the clear at any point in the Transaction; (v) Organization will comply with any other requirements relating to PIN security as required by Bank or by any Network; (vi) for each Debit Card Sale a Transaction receipt in conformity with Regulation E of the Board of Governors of the Federal Reserve System will be made available to the Debit Cardholder; (vii) Organization may not collect tax as a separate cash transaction; and (viii) POS terminals, including hardware and software, must be certified for use by Bank and by all of the Networks. POS terminals must include encrypted PIN pads which allow entry of up to sixteen character PINs, printers and a keyboard lock function. Organizations are responsible for compliance with all Rules regarding the use of POS terminals, regardless of whether such POS terminals are obtained through Bank or through Paya. Organization will promptly initiate a refund to the customer (which may be made in cash, by an Adjustment Draft or with a check or cashier's check, as permitted by the Rules) whenever Organization determines that a Debit Card Sale should be canceled or reversed. Organization will cooperate with Bank and Paya, to resolve any alleged errors relating to Debit Card Sales. Organization will maintain adequate records to assist in error resolution; records will be maintained for two years or the period required by the Rules, whichever is greater. Organization will permit and will pay all expenses of periodic examination and audit of functions at such frequency, as Paya deems appropriate. Audits will meet Paya's standards, and the results will be made available to Paya. Organization will not accept cash, checks or other negotiable items from any Debit Cardholder and forward a credit through any network (i.e., as a purported payment or deposit to an account maintained by the Debit Cardholder). Organization will not forward through any network any Transaction or initiate any reversal of a Transaction that did not originate between Organization and the Debit Cardholder.

(b) **Prevention of Fraud.** Organization will fully cooperate with Paya and Bank in the event that Bank or Paya determines that there is a substantial risk of fraud arising from Organization's access to the network. Organization will take whatever actions Bank or Paya reasonably deem necessary in order to protect Paya and/or the Bank. Neither Paya, Bank nor any of their respective personnel will have any liability to Organization for any action taken in good faith.

(c) **Display of Network Trademark(s); Protection of Trade Secrets.** In order to inform Debit Cardholders that Debit Card Sales may be transacted at Organization's locations, Organization will prominently display the trademark and/or service mark of each network at each location and will display signage of each network at the entrance, near all POS terminals and on the window of such location. All uses by Organization of any trademark and/or service mark will comply with the applicable Rules. Organization acknowledges and agrees that in displaying any such trademark and/or service mark, Organization will be acting under Paya's and/or Bank's control and subject to approval by the applicable network. Organization will not be deemed, under any circumstances, a licensee or sub-licensee of any trademark or service mark of any network, nor will Organization otherwise be deemed to have or to acquire any right, title or interest in trademarks or service marks.

(d) **Returns and Adjustments.** Organization will attempt to settle in good faith any dispute between it and a Debit Cardholder involving a Debit Card Sale. Organization will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card Sales. Organization will not make any cash refunds or payments for returns or adjustments on Debit Card Sales but will instead complete a form provided or approved by Bank ("Adjustment Draft"). The Sales Transmittal for any Debit Card Sale for which no refund or return will be accepted by Organization must be clearly and conspicuously marked (including on the Debit Cardholder's copy) as "final sale" or "no return" and must comply with the Rules.

(e) **Presentation of Sales Transmittals and Adjustment Drafts.** Organization will electronically transmit to Bank all Sales Transmittals or Adjustment Drafts in a manner acceptable to Bank. Organization will make a good faith effort to electronically transmit data within one banking business day after the Transaction date. Organization will not extend the time of payment for or extend credit for any part of a Debit Card Sale. Organization represents and warrants that the electronic transmission

of each Sales Transmittal and Adjustment Draft will evidence a true record of the Debit Card Sale Transaction reflected on the document. Bank will process Debit Card Sales transmitted by Organization, and Bank will promptly credit, debit or charge, as applicable, the appropriate amount to the Account. Within a reasonable time after the end of each calendar month, Bank will calculate the applicable amount of fees and other charges owed by Organization, and Bank will debit the Account in the amount of such fees and other charges. The amount of such fees to be paid by Organization are set forth on Schedule of Fees in this agreement. Such fees may be amended at any time by Bank and/or Paya upon written notice to Organization. Bank may refuse to accept or may revoke its acceptance of any Sales Transmittal or Adjustment Draft, and Bank may debit, charge or credit the Account in the corresponding amount, if: (i) the Debit Card was completed without prior Authorization; (ii) the Sales Transmittal or Adjustment Draft involved circumstances constituting a breach of any agreement, representation, or warranty by Organization; (iii) the Debit Card Sale was in violation of applicable law, the Rules or regulations; (iv) the Debit Cardholder is Organization, any partner of or shareholder in Organization, or any affiliate, spouse or immediate family member of any of them; (v) the Debit Card Sale was not made in connection with the sale of goods or services by Organization. Bank may refuse or revoke the acceptance of any Sales Transmittal or Adjustment Draft upon the occurrence of any of the following events, and Bank may charge, debit or credit the Account in the corresponding amount if: (a) Organization defaults in paying when due any obligation to Bank or Paya; (b) any material adverse change in Organization's financial condition occurs; (c) any deposit account at Bank or any of Organization's property in the possession of Bank is garnished or attached; (d) Organization assigns its assets generally for the benefit of creditors; (e) a proceeding is commenced by or against it under any bankruptcy, insolvency or similar law seeking an order to adjudicate it a bankrupt or insolvent or other relief, or seeking appointment of a receiver or similar official for Organization or for any substantial part of Organization's assets. Organization will notify Bank and/or Paya in writing immediately upon becoming aware that any such event has occurred or is likely to occur. Bank will notify Organization promptly of all Adjustment Drafts. Additionally, Bank will advise Organization on each debit, charge and credit processed to the Account. Organization authorizes Bank to charge debits arising from this Agreement against any credit due Organization, whether or not such charges create overdrafts or a debit balance in the Account. Organization agrees to pay Bank or Paya, as applicable, the full amount of any such overdraft or debit balance or to replenish the Account in an amount sufficient to permit the amount of the charge to be made, as applicable, promptly upon request. Organization further authorizes Bank to suspend in a segregated account amounts which otherwise would be credited to the Account if Bank or Paya reasonably believe that the Sales Transmittals submitted by Organization are fraudulent. Bank or Paya will notify Organization of the suspension of such amounts within a reasonable time; provided, however, that such notice will not be required if the appropriate law enforcement agency has been notified of the suspected fraud.

ARTICLE IV – GATEWAY PROGRAMMING

4.01 Applicability to this Agreement. In addition to all the other provisions of this Agreement, the provisions of this Article IV shall apply if Organization utilizes web services from Paya, including the Paya payments gateway, vault services, any application program interface, code samples, web services, integration specifications, and any offline components (collectively “**Web Services**”).

4.02 License Grant. Subject to the terms and conditions of this Agreement, Paya hereby grants to Organization a non-exclusive, non-transferable, limited license (without the right to sublicense) to access and use the Web Services.

4.03 Programming of Web Site. While Paya provides specific APIs or programming scripts to Organization or Organization's Web site programmer(s), Organization acknowledges that such sample programming scripts are insufficient in and of themselves to allow Organization's Web site to function with the Web Services. Programming of Organization's Web site and its functionality are the sole responsibility of Organization.

4.04 Organization's Programming Agent. Organization has the sole responsibility to select and employ any competent programming agent to accomplish the programming required to make Organization's Web site function correctly with the Web Services.

4.05 Fees Subject to Fluctuation. Fees for the electronic commerce payment system offered by Paya may be based on the number and/or volume of monthly transactions processed by the Organization. Thus, notwithstanding anything to the contrary herein, the provisions of this Agreement which require notice prior to a change in fees shall not apply to any transactions or services covered by this Article 4.

4.06 Technical Support. Organization shall be solely responsible for all technical support for Web site-related issues.

4.07 Shut Downs/Updates. Paya reserves the right, from time to time, without prior notice, to shutdown and restart the Web Services for maintenance and/or Web Services upgrades or updates from time to time. Paya will use commercially reasonable efforts to keep service shut downs as brief as possible. Organization must monitor updates and upgrades to the Web Services and update Organization's Web site and programming accordingly.

4.08 Disclaimer. PAYA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE WEB SERVICES OR ANY CONTENT STORED THEREIN. PAYA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE WEB SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THE WEB SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR EXPECTATIONS. THE WEB SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF ORGANIZATION ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PAYA AND ITS LICENSORS.

ARTICLE V - TERMINATION AND EFFECT OF TERMINATION

5.01 Term: Termination. (a) Paya Payment Processing Account shall have an initial term of three (3) years and Paya Mobile Payments Account shall have an initial term of one (1) month (respectively the “**Initial Term**”) and shall commence on the earlier of (i) Paya's acceptance hereof (evidenced by the execution of the Agreement by Paya); (ii) the date of written notice from Paya that Organization's application is approved for processing; or (iii) the date on which Organization's first Transaction is processed, and (iv) shall automatically renew as follows: (1) Paya Payment Processing Account shall renew for consecutive (2) year terms; and (2) Paya Mobile Payments Account shall renew on a month-to-month basis (respectively the “**Renewal Term**”), and unless terminated as set forth below; (b) This Agreement may be terminated by any party effective at the end of the Initial or any Renewal Term by providing written notice to the other parties of its intent not to renew no less than thirty (30) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated: (i) by Paya and Bank at any time with or without cause, and without prior notice, and (ii) by Organization in the event of a material breach of the terms of this Agreement by Paya and Bank, provided Organization provides Paya and Bank written notice of the alleged breach and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party (c) Organization shall pay any fees, fines, third party costs or penalties which Paya may be assessed due to Organization's breach of this Agreement. All rights and obligations of the parties existing as of the effective time of termination will survive termination; (d) Within Paya's and Bank's sole discretion, if Organization's or any of its principal(s)' business credit deteriorates, if any significant circumstances exist that would create harm or loss to the goodwill of a card association or payment network system, or if any case or proceeding is commenced by or against Organization under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously terminate with automatically terminate, and any amounts due to Bank and Paya shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by Bank and Paya. Organization agrees to notify Paya and/or Bank immediately of any bankruptcy, receivership, insolvency or similar action initiated by or against Organization.

5.02 Effect of Termination. (a) In the event of termination for any reason, Organization expressly authorizes Bank and Paya to withhold and discontinue the disbursement for all Cards and other payment Transactions of Organization in the process of being collected and deposited; (b) Collected funds will be placed in the Reserve Account (defined below) until Organization pays any equipment and processing cancellation fees and any outstanding charges, losses or amounts for which Organization is liable under this Agreement. Further, Bank reserves the right to require Organization to deposit additional amounts based upon Organization's processing history and/or anticipated risk of

loss to Bank into the Reserve Account. The Reserve Account shall be maintained a minimum of 270 days after the termination date and for any reasonable period thereafter, during which Cardholder disputes may remain valid under the Rules. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all other expenses, losses and damages have been paid will be disbursed to Organization; (c) Organization expressly acknowledges that the MATCH system and Early Termination File (collectively, the "MATCH") is maintained by Mastercard and Visa and contains the business name and the names and identification of principals of Organization which have been terminated for one or more of the reasons specified in the Rules. Such reasons include, but are not limited to: fraud, counterfeit paper, unauthorized Transactions, excessive Chargebacks or highly suspect activity. Organization acknowledges that Paya and Bank are required to report the business name of the Organization and the names and identification of its principals to MATCH when Organization is terminated for such reasons. Organization consents to such reporting to the card associations and/or payment networks as applicable by Bank and Paya. Further, Organization waives and will hold harmless Bank and Paya from any claims that Organization may raise because of such reporting; (d) Upon termination for any reason, Organization will immediately cease requesting Authorizations and will cease transmitting Sales Drafts to Bank and Paya. In the event Organization obtains any Authorization after termination, Organization expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement; (e) Following termination, Organization shall upon request provide Bank and Paya with all original and microfilm copies of Sales Drafts and Credit Vouchers to be retained as of the date of termination.

ARTICLE VI - ACCOUNTS; SECURITY INTERESTS; INDEMNIFICATION

6.01 Accounting Monitoring. (a) Organization agrees that Paya and Bank may suspend, within their sole discretion, the disbursement of Organization's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. Paya and Bank will make good faith efforts to notify Organization promptly. Paya and Bank shall have no liability for any losses, either direct or indirect, which Organization may attribute to any suspension of funds disbursement; (b) In the event of unusual Transactions that have been "suspended" and cannot be verified as valid sales or have been verified as Cardholder disputes, Organization agrees that a security processing fee not to exceed 110% of the unusual Transaction(s) may be assessed; (c) Organization's presentation to Paya and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity" refers to any period of two or more calendar months during which Organization has a Chargeback ratio that exceeds 1% by number of Transactions or a Chargeback ratio that exceeds 1% by dollar volume. Organization authorizes, upon the occurrence of Excessive Activity, Bank and Paya to take additional actions as either of them may deem necessary, including, but not limited to, suspension of processing privileges, increase of any fees that may be charged to Organization and/or creation or maintenance of a Reserve Account in accordance with this Agreement.

6.02 Forms. Organization shall use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by Paya and Bank, and Organization shall not use forms provided by Bank and Paya other than in connection with Transactions without Paya's and Bank's prior written consent.

6.03 Records. In addition to any records routinely furnished to Paya and Bank under this Agreement, Organization shall preserve a paper or electronic copy of all actual paper Sales Drafts, Credit Vouchers and Debit Card Sales and, if a mail, phone order or preauthorized order is involved, the Cardholder's signed authorization for the Transaction, for at least 3 years after the date Organization presents the Transaction. If Records and/or data on Paya's system associated with Organization are subpoenaed by legal process or otherwise, Paya shall produce such records in accordance with the subpoena without notice to Organization.

6.04 Requests for Copies. Within 3 days of receipt of any written or verbal request by Bank and Paya, Organization shall provide either the actual paper Sales Draft, Credit Voucher and/or Debit Card Sales or a legible copy thereof (in size comparable to the actual voucher or draft) and any other documentary evidence available to Organization and reasonably requested by Bank or Paya to meet Bank's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

6.05 IRS Withholdings and Reporting. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as Paya, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Organization processing through Paya. Organization shall verify its identity by providing Paya with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Payment Processing Account. In the event Organization fails to provide its TIN, Paya will place a restriction on Organization's Account and may restrict the receipt of funds into Organization's Account, or withhold a percentage of payments deposited into Organization's Account in order to satisfy the backup withholding requirements of the IRS.

6.06 Security Interests, Reserve Account, Recoupment and Set-Off: (a) Paya may establish and maintain a non-interest bearing account ("Reserve Account") in the name of Bank at any federally insured financial institution, with sums provided by Organization that are sufficient to satisfy Organization's current or future obligations as determined by Bank and Paya: (i) Bank and Paya shall have the right to initiate a debit to the Account or any other account at any institution to establish or maintain funds in the Reserve Account. Bank or Paya may deposit into the Reserve Account funds they would otherwise be obligated to pay Organization, for the purpose of establishing or maintaining the Reserve Account in accordance with this Section, if they determine such action is reasonably necessary to protect their interests; (ii) Bank, on its own behalf or at Paya's request, may, without notice to Organization, apply deposits in the Reserve Account against any outstanding amounts Organization owes under this Agreement or any other agreement between Organization and Bank or Paya. Paya or Bank may exercise their rights under this Agreement to collect any amounts due to Bank or Paya including, without limitation, rights of set-off and recoupment. Organization shall have no right to withdraw funds or debit the Reserve Account. In the event of a bankruptcy proceeding, Bank and Paya may exercise their rights under this Agreement to debit the Reserve Account for amounts due Bank and Paya regardless of the pre-petition or post-petition nature of the amount due Bank and/or Paya. In the event of a bankruptcy proceeding, Organization also agrees that it will not contest any Motion for Relief from the Automatic Stay, which Bank and Paya may file to debit the Reserve Account. As set forth in Section 5.02, funds in the Reserve Account will remain in the Reserve Account for a minimum of 270 days following termination. Bank will have sole control of the Reserve Account. In the event of a bankruptcy proceeding, Bank and Paya do not consent to the assumption of this Agreement. Nevertheless if this Agreement is assumed Organization agrees that, in order to establish adequate assurance of future performance within the meaning of 11 U.S.C. Sec. 365, as amended from time to time, Organization must establish or maintain a Reserve Account in an amount satisfactory to Bank and Paya; (b) Bank and Paya have the right of recoupment and set-off. This means that they may offset any outstanding/uncollected amounts owed to them from: (i) any amounts they would otherwise be obligated to deposit into the Account, and (ii) any other amounts Paya and Bank may owe Organization under this Agreement or any other agreement; (c) The rights conferred upon Bank and Paya in this Section are not intended to be exclusive of each other or of any other rights and remedies of Bank and Paya under this Agreement, at law or in equity. Rather, each and every right of Bank and Paya at law or in equity will be cumulative and concurrent and in addition to every other right.

6.07 Third Parties. (a) Organization may be using special services or software provided by a third party to assist Organization in processing Transactions, including authorizations and settlements, or accounting functions. Organization is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Organization has and complies with any software updates. Paya and Bank have no responsibility for any transaction until that point in time Paya receives data about the transaction; (b) Organization will notify Paya immediately if Organization decides to use electronic authorization or data capture terminals or software provided by any entity other than Paya or its authorized designee ("third party terminals") to process Transactions. If Organization elects to use third party software or terminals, Organization agrees (i) the third party providing the software or terminals will be Organization's agent in the delivery of Transactions to Bank via Visa Net or a similar data processing system or network; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules or this Agreement. Neither Bank nor Paya will be responsible for any losses or additional fees incurred by Organization as a result of any error by a third party agent or a malfunction in a third party's software or terminal.

6.08 Modifications to Agreement. This Agreement is subject to amendment by Paya to conform to the Rules. Further, Paya and Bank may, from time to time, amend any provision of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Organization by providing written notice, including electronic written notice, to Organization of the amendment, and the amendment shall become effective unless Bank and Paya receive Organization's notice of termination of this Agreement within 7 days. Amendments due to changes in a Payment Brand's fees, interchange, assessments, Rules or any law, regulation or judicial decision may become effective on such shorter period of time as Paya and Bank may specify if necessary to comply with the applicable Rule, law, regulation, decision or other

change.

6.09 Limitation of Liability: Indemnity. (A) THE LIABILITY, IF ANY, OF BANK AND PAYA UNDER THIS AGREEMENT WHETHER TO ORGANIZATION OR TO ANY OTHER PARTY, WHATEVER THE BASIS OF THE LIABILITY, SHALL NOT EXCEED IN THE AGGREGATE THE DIFFERENCE BETWEEN (I) THE AMOUNT OF FEES PAID BY ORGANIZATION TO PAYA AND BANK DURING THE MONTH IN WHICH THE TRANSACTION OUT OF WHICH THE LIABILITY AROSE OCCURRED, AND (II) ASSESSMENTS, CHARGEBACKS, AND ANY OFFSETS AUTHORIZED UNDER THIS AGREEMENT AGAINST SUCH FEES WHICH AROSE DURING SUCH MONTH. IN THE EVENT MORE THAN ONE MONTH IS INVOLVED, THE AGGREGATE AMOUNT OF PAYA AND BANK'S LIABILITY SHALL NOT EXCEED THE LOWEST AMOUNT DETERMINED IN ACCORD WITH THE FOREGOING CALCULATION FOR ANY ONE MONTH INVOLVED. IN NO EVENT WILL BANK, PAYA, NOR ITS OR THEIR OFFICERS, AGENTS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; (B) TO THE EXTENT ALLOW UNDER APPLICABLE LAW, ORGANIZATION HEREBY AGREES TO INDEMNIFY AND HOLD BANK, PAYA AND ITS AND/OR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY CLAIM RELATING TO; (I) ANY DISPUTE BETWEEN ORGANIZATION AND A CARDHOLDER WITH RESPECT TO THE ALLEGED OR ACTUAL FAILURE BY ORGANIZATION TO PROCESS A TRANSACTION AS REQUESTED BY SUCH CARDHOLDER OR TO PROVIDE PHYSICAL SECURITY AT OR NEAR ANY TERMINALS OR OTHER PREMISES OF ORGANIZATION, OR THE TRANSMISSION OR DISCLOSURE OF ANY INFORMATION BY OR THROUGH PAYA, (II) THE TRANSMISSION OF ANY INCORRECT OR INCOMPLETE INFORMATION TO A CUSTOMER OF ANY NETWORK MEMBER THROUGH THE NETWORK REGARDING AN ACCOUNT MAINTAINED BY SUCH CUSTOMER, OR THE DISCLOSURE THROUGH SUCH NETWORK TO ANY PARTY OF INFORMATION RELATING TO ANY SUCH ACCOUNT; AND (III) ORGANIZATION'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT AND APPLICABLE LAWS, RULES AND/OR REGULATIONS, INCLUDING WITHOUT LIMITATION DISPUTES RESULTING FROM ORGANIZATION'S FAILURE TO PROVIDE A SALES TRANSMITTAL. ORGANIZATION FURTHER AGREES TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, LIABILITY AND EXPENSES ARISING OR RESULTING FROM ANY DISPUTE OR CLAIM MADE AGAINST BANK AND/OR PAYA BY ANY THIRD PARTY ARISING OUT OF ORGANIZATION'S BREACH OF THIS AGREEMENT OR THE RULES. FURTHER, ORGANIZATION SHALL REIMBURSE BANK OR PAYA, AS THE CASE MAY BE, FOR ALL EXPENSES AND COSTS, INCLUDING ATTORNEY'S FEES, WITH REGARD TO THE FORGOING; (C) NEITHER BANK NOR PAYA MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY SERVICES IT PERFORMS IN ACCORDANCE WITH THIS AGREEMENT, AND NOTHING CONTAINED IN THE AGREEMENT WILL CONSTITUTE SUCH A WARRANTY. PAYA AND BANK DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF ORGANIZATION ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6.10 Account. (a) Organization will establish and maintain an account at Bank or at any federally insured financial institution ("Account") reasonably approved by Bank in the United States. Organization will maintain sufficient funds in the Account to satisfy all obligations, including fees, contemplated by this Agreement. Organization irrevocably authorizes Paya and/or Bank to debit the Account for Chargebacks, fees and any other penalties or amounts owed under this Agreement. Organization must obtain prior written consent from Bank and Paya to change the Account. If Organization does not obtain that consent, Paya or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion; (b) Bank will deposit all Sales Drafts to the Account subject to Section 3.01 of this Agreement. Organization authorizes Bank and Paya to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Organization conditional credit for any entry; (c) Bank, in its sole discretion, may grant Organization provisional credit for Transaction amounts in the process of collection, subject to receipt of final payment by Bank and Paya and subject to all Chargebacks and other amounts owed to Bank and Paya under this Agreement; (d) Organization shall promptly examine all statements relating to the Account, and immediately notify Paya and Bank in writing of any errors. Organization's written notice must include: (i) Organization name and account number, (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why Organization believes an error exists and the cause of it, if known. That written notice must be received by Paya and Bank within 60 days after Organization received the periodic statement containing the asserted error and failure to provide such notice shall bar any claim of errors. ORGANIZATION MAY NOT MAKE ANY CLAIM AGAINST BANK OR PAYA FOR ANY LOSS OR EXPENSE RELATING TO ANY ASSERTED ERROR FOR 60 DAYS IMMEDIATELY FOLLOWING RECEIPT OF ORGANIZATION'S WRITTEN NOTICE. During that 60 day period, Paya and Bank will be entitled to investigate the asserted error, and Organization will not incur any cost or expense in connection with the asserted error without notifying Paya; (e) Organization will indemnify and hold Paya and Bank harmless for any action they take against the Account pursuant to this Section. Organization will also indemnify and hold harmless the institution at which Organization maintains the Account for acting in accordance with any instruction from Bank or Paya regarding the Account. This Section will survive termination of this Agreement; (f) Organization authorizes Bank and Paya to initiate debit/credit entries to the Account, as the Account may be changed from time to time, and to any other account maintained by Organization at any institution that is a receiving bank of ACH, all in accordance with this Agreement. In the event Organization changes the Account, Organization will notify Paya, with a copy to Bank, and this authorization will apply to the new Account. This authorization will be effective until both: (i) Paya and Bank have received written notification from Organization terminating this authorization, and (ii) all obligations of Organization to Paya and Bank have been paid in full. Organization will provide to Paya and Bank a voided Account check, and will fill in the Account numbers on the Application.

6.11 Fees and Other Amounts Owed. (a) Organization shall pay the fees and charges as set forth on the Schedule of Fees included in this Agreement, the provisions of which are incorporated herein by reference. Unless otherwise noted, Organization shall pay all fees monthly, with the exception of the Discount Fee and/or interchange, which shall be paid either monthly or daily, as determined by Paya in its sole discretion. Organization may choose, however, to pay the discount fee on a daily basis by notice to Paya. The Account will be debited through ACH for such amounts and for any other fees, charges or adjustments incurred by Organization and associated with processing services. Organization is also obligated to pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement. Bank and Paya shall have the right to change fees, including adding fees for additional services utilized by Organization, in accordance with Section 6.08. Interchange Pass Through pricing ("IPT") as specified in this Agreement is comprised of interchange, fees, dues, and assessments assessed by card association. Cost-Plus pricing ("CP") is comprised of IPT plus the Cost Plus Rate set forth in this Agreement, which is charged to each settled Card and Debit Card Transaction. Organization may call Paya customer service with any questions regarding pricing, qualifications exceptions, and billing. Paya does not refund fees for returns; (b) Organization will immediately pay Paya and Bank any amount incurred by Paya attributable to this Agreement or any other agreement between Organization and Paya or any subsidiary or affiliate of Paya, including but not limited to equipment fees, Chargebacks, fines imposed by a third party, non-sufficient fund fees, and ACH debits that overdraw the Account, Reserve Account, or are otherwise dishonored. Organization authorizes Paya and Bank to debit via ACH the Account, Reserve Account, any other account Organization has with Paya, an affiliate or subsidiary of Paya, Bank or at any other financial institution for any amount Organization owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between Organization and Paya or any subsidiary or affiliate, whether Organization's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event such ACH does not fully reimburse Paya and Bank for the amount owed, Organization will immediately pay Paya and Bank such amount. Pursuant to the Interchange Fee Prohibition Act (the "Act"), Paya and Bank shall comply with their obligations under the Act by or before July 1, 2025. For clarity, if the Act is repealed prior to July 1, 2025, Paya and Bank shall have no further duties regarding obligations created by the Act.

6.12 Costs. To the extent allowed by under applicable law, Organization will be liable for and will indemnify and reimburse Paya and Bank for all costs paid or incurred by Paya or Bank in the enforcement of this Agreement, including but not limited to attorneys' and investigators' fees, or in collecting any amounts due from Organization or resulting from any breach by Organization of this Agreement.

ARTICLE VII- MISCELLANEOUS

7.01 Waiver. Failure by Bank or Paya to enforce one or more of the provisions of this Agreement shall not constitute a waiver of the right to enforce the same or other provision in the future. The waiving party must sign all waivers.

7.02 Notices. All notices and other communications required or permitted under this Agreement shall be deemed delivered when sent by e-mail or mailed, postage prepaid, addressed as follows:

If to Paya: Paya 12120 Sunset Hills Rd STE 500 Reston, Virginia 22102 Attn: Chief Financial Officer	If to Bank: BMO Harris N.A. 111 W. Monroe Chicago, IL 60603 Attn. Customer Service
City of Aurora 44 E. Downer Place Aurora, IL 60507 Attn: _____	With a Copy to: City of Aurora Law Department 44 E. Downer Place Aurora, IL 60507

If to Organization, at the address provided as the billing address and to the contact listed on the Application or e-mail. To the fullest extent permitted by applicable law, notices or other communications regarding the Company Services (“Communications”) may be provided to Organization electronically and Organization agrees to receive all Communications from Company in electronic form. Electronic Communications may be delivered to Organization’s email address specified by Organization, if Organization has selected such method of notification. All Communications delivered by Company to Organization in either electronic or paper format will be considered to be in “writing,” and to have been received no later than five (5) business days after posting or dissemination, whether or not Organization has received or retrieved the Communication. Company reserves the right but assumes no obligation to provide certain notices hereunder in paper format.

7.03 Choice of Law: Jurisdiction. This Agreement and all matter related thereto shall be construed in accordance with the laws of the State of Illinois, **without regard to those rules relating to conflicts of laws.** Any action or proceeding arising out of or related to this Agreement shall be brought only in a court located in Kane County, Illinois. Each party expressly consents to the jurisdiction of such courts.

7.04 Entire Agreement: Assignability. This Agreement, these Terms and Conditions of Payment Processing Agreement and any supplementary documents indicated herein, expresses the entire understanding of the parties with respect to its subject matter and except as provided herein, may be modified only in writing executed by all parties. This Agreement may be assigned by Paya and Bank, but may not be assigned by Organization, directly or by operation of law, without the prior written consent of Bank and Paya, unless Paya desires to assign this Agreement externally, in which case it will provide notice of such assignment to Organization. In the event, for whatever reason, Organization’s Application does not meet standard underwriting criteria, and satisfies only sub-standard underwriting criteria, Organization acknowledges the completed Application may be forwarded to an alternative Member processor for review and approval. If Organization nevertheless assigns this Agreement without such consent, the Agreement will be binding on the assignee. This Agreement shall be binding upon and inure to the benefit of the parties’ respective successors and permitted assigns.

7.05 Credit and Financial Inquiries: Inspections. (a) Organization authorizes Bank and Paya to make, at anytime, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement or investigate Organization’s deposit or Card acceptance subsequent to acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, partners, principal owners or officers. If requested to do so by Bank or Paya, Organization shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or Paya may consider necessary to perform initial or periodic reviews of Organization’s financial stability and business practices; (b) Organization may honor Cards only at locations approved by Paya and Bank. Additional locations may be added, subject to Paya and Bank’s written approval. All current and future locations are bound by the terms and conditions of this Agreement. Either Organization or Paya may delete any location by providing notice as provided in this Agreement; (c) Organization agrees to permit Bank or Paya at any time from time to time, to inspect locations to confirm that Organization has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this Section shall be deemed to waive Organization’s obligation to comply in all respects with the terms of this Agreement; (d) Representatives of Bank or Paya may, during normal business hours, inspect, audit and make copies of Organization’s books, accounts, records and files pertaining to any Transaction.

7.06 [Deleted]

7.07 Attorneys’ Fees. To the extent allowed under applicable law, Organization will be liable for and will indemnify and reimburse bank and/or Paya for all attorneys’ fees and other costs and expenses paid or incurred by Bank and/or Paya in the enforcement of this Agreement, or in collecting any amounts due from organization to Bank and/or Paya or resulting from any breach by Organization of this Agreement

7.08 American Express Card Acceptance. In addition to other applicable provisions of this Agreement, the following provisions apply to Organization’s acceptance of American Express Cards: (a) This Agreement governs Organization’s acceptance of American Express Cards under American Express’s “OptBlue Program”. If and when the Transactions submitted by American Express Cardholders exceed the charge volume eligibility criteria for the OptBlue Program, American Express may require Organization to convert to a direct Card Acceptance Agreement with American Express. If this occurs, upon such conversion, (i) Organization will be bound by American Express’s then-current Card Acceptance Agreement; and (ii) American Express will determine the pricing and other fees payable by Organization under the Card Acceptance Agreement; (b) Organization’s participation in the OptBlue Program is subject to the approval of American Express. Organization authorizes Paya and/or its affiliates to submit Transactions to, and receive settlement on such Transactions from, American Express on behalf of Organization; (c) Organization shall not assign to any third party any payments due to it for American Express Card Transactions, and all indebtedness arising from such Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Organization may sell and assign future receivables to Paya, its affiliated entities and/or any other cash advance funding source that partners with Paya or its affiliated entities; (d) American Express shall have third-party beneficiary rights, but not obligations, to enforce the terms of this Agreement applicable to American Express Card acceptance against Organization; (e) Organization may opt out of accepting American Express Cards under this Agreement by providing 30 days’ notice to Paya without directly or indirectly affecting its rights to accept other Payment Brand Cards; (f) Except as provided in Section 7.08(g), Paya may disclose to American Express information regarding Organization and Organization’s Transactions to American Express, and American Express may use such information to (i) perform its responsibilities in connection with American Express Card acceptance, (ii) promote American Express, (iii) perform analytics and create reports, and (iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card acceptance, and to provide important transactional or relationship communications from American Express. American Express may also use such information about Organization obtained in connection with this Agreement at the time of setup to screen and/or monitor Organization in connection with American Express marketing and administrative purposes; (g) Organization may opt-out of receiving American Express commercial marketing communications about products and services by selecting the opt-out option on its Application or subsequently by providing written notice to its primary relationship contact at Paya. Organization may continue to receive such communications from American Express after opting out while American Express updates its records to reflect Organization’s opt-out choice; and (h) Organization may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Organization has fully paid for such Chargeback, and it otherwise has the right to do so.

7.09 Paya Specific Services. In addition to other applicable provisions of this Agreement, the following provisions apply to Organization’s acceptance of the services set forth below that are provided only by Paya:

(a) Paya Advanced Fraud Protection Service:

Definitions. The following definitions apply only to the Paya Advanced Fraud Protection Service:

“Business Day” means any day other than Saturday, Sunday, or any day designated as a U.S. banking holiday.

“Cardholder Data” shall have the same meaning as set forth by the PCI DSS Glossary

“Cardholder Communication” means the data exchanged between Organization and a Cardholder when a Cardholder initiates a Transaction, which may include Personal Data.

“Delivered Data” means real-time risk opinions and report information delivered to Organization by Paya in connection with the provision of the Fraud Mitigation Service.

“Indications” means the authorization code or risk control opinions generated by the System and returned to Organization in response to a Risk Inquiry.

“Organization Communications” means the data exchanged between Organization and Paya and any Paya subcontractor for the benefit of a Organization, associated with the provision of the Fraud Mitigation Service, which may include Personal Data.

“Personal Data” means: any personally identifiable information (including, without limitation, Cardholder Data) disclosed or otherwise provided to Paya by Organization that, if compromised, could result in identity theft, or any more restrictive definition required by applicable law.

“RIS Update” means updated Transaction information transmitted by the Organization to Paya through the Risk Inquiry System, which includes all required data elements.

“Risk Inquiry” means any Transaction initiated by Organization or a Cardholder of Organization in which the System is queried.

“Fraud Mitigation Service” means the fraud mitigation service offered as part of this Section.

“System” means the Paya interface through which Organization initiates Risk Inquiries and RIS Updates, and through which Paya delivers risk replies and reports to Organization.

(i) Organization Obligations. Organization will: (1) initiate a real-time Risk Inquiry through the Risk Inquiry System for every Transaction processed; (2) provide Paya with RIS Updates for all Risk Inquiries; (3) cancel all Transactions deemed as high risk by an Indication; (4) use all means available to Organization to detect and prevent fraudulent Transactions, including those required under the Payment Processing Agreement, in addition to the Fraud Mitigation Service, and will not rely on the Fraud Mitigation Service as a fraud prevention guarantee.

(ii) Access to Cardholder Communications. (1) Organization acknowledges and agrees that in order to provide the Fraud Mitigation Service, the System is required to access the contents of Cardholder Communications. Organization expressly consents and grants Paya permission to access Cardholder Communications to the extent necessary to provide the Fraud Mitigation Service; (2) Organization shall obtain, from any Cardholder initiating a Transaction for which Organization requests a Risk Inquiry, all consents necessary for Paya to access the pertinent Cardholder Communication to which Cardholder is a party (each a “Cardholder Consent”). Organization shall be solely liable for the legal adequacy of, the means used to obtain the Cardholder Consent and the failure to obtain such Cardholder Consent.

(iii) Payment Terms: (1) Fees. Organization agrees to pay the fees set forth on the Application and Agreement for Payment Processing Account – Bank Card and/or Fee Schedule (“Fees”). All Fees owed by Organization shall be billed and charged in accordance with the terms of the Payment Processing Agreement.

(iv) Ownership: (1) Intellectual Property. As between Paya and Organization, Paya retains all right, title, and interest in and to the Web Services. Except for the limited rights granted in this Agreement to use the Web Services and to receive Reports and Indications, Organization does not receive nor is granted any licenses or rights in the Web Services or the Fraud Mitigation Service whether by implication, estoppel, or otherwise. Organization agrees that it will not reverse-engineer, disassemble or decompile the Web Services or the Fraud Mitigation Service. Organization will not give any third party, except Organization’s employees, access to the Web Services or Fraud Mitigation Service without Paya’s prior written consent.

(v) Personal Data. Personal Data submitted to Paya by Organization may be converted by Paya to digest form to be used for statistical and/or fraud prevention purposes.

(vi) Upgrades and Additional Offerings. (1) Fraud Mitigation Service Modifications. Paya may modify the Fraud Mitigation Service, including by adding, modifying or removing features at any time during the Term in its sole discretion. Paya may also impose limits on certain features or restrict Organization’s access to parts of the Fraud Mitigation Service without notice or liability to Organization; (2) Fraud Mitigation Service Maintenance. Should Paya (or Paya’s vendors) need to perform maintenance on Paya’s hardware or systems relating to the Fraud Mitigation Service, Paya will attempt to do so in a manner designed to not unreasonably interfere with Organization’s use of the Fraud Mitigation Service. Should a critical maintenance situation arise, Paya may be required to and shall perform emergency maintenance at any time. During scheduled and emergency maintenance periods, the Fraud Mitigation Services may not be available. Organization agrees to cooperate with Paya during scheduled and emergency maintenance periods by providing reasonable assistance; (3) Quality Assurance Monitoring. For quality assurance, Paya may monitor or record telephone calls Organization makes to Paya in connection with the Fraud Mitigation Service.

(vii) Organization Warranties: Organization represents and warrants to Paya that: (1) Organization shall not rely solely on its use of the Fraud Mitigation Service to comply with any laws, government regulations Rules or the Payment Processing Agreement; and (2) Organization has and will comply with all laws and regulations Rules applicable to the Transactions relative to the Fraud Mitigation Service, and all laws relating to the collection, processing, sharing and disclosure of Personal Data (including, without limitation, in the United States and the European Union);

(viii) Indemnification. To the extent allowed under applicable law, (1) Organization Indemnification. Organization will defend, indemnify and hold harmless Paya and Paya’s providers, officers, directors, agents, subsidiaries, subcontractors, vendors, and employees from any and all claims, lawsuits, demands, damages, costs, fines, fees or other expenses, (including reasonable attorneys’ fees) resulting from or in any way related to Organization’s use of the Fraud Mitigation Service, including but not limited to: (a) Organization’s breach of any representation or warranty contained herein or arising by operation of law, (b) Organization’s violation of the rights of a third party relating to Organization’s use of the Fraud Mitigation Service, (c) the reliability, accuracy, or legitimacy of data submitted by Organization to Paya, or (d) any third party claim resulting from Organization’s use of the Fraud Mitigation Service.

Limitation of Liability. (1) In addition to the limitations of liability set forth in the Payment Processing Agreement, Paya will have no liability for any reversals, refunds, fraud losses or chargebacks incurred by a Organization as a result of reliance upon an Indication or the Fraud Mitigation Service; (2) In the event of a Fraud Mitigation Service failure, Paya’s sole responsibility shall be to correct the failure of the system. Paya shall not be liable for any resulting damages whatsoever, whether direct or indirect, foreseeable or unforeseeable, consequential, punitive or otherwise, claims to which are hereby specifically and expressly waived by Organization (3) IN NO EVENT SHALL PAYA’S LIABILITY TO ORGANIZATION FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER, AT LAW OR IN EQUITY, EXCEED THE AMOUNT PAID BY ORGANIZATION FOR USE OF THE FRAUD MITIGATION SERVICES DURING THE MONTH IMMEDIATELY PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE LOSS OR INJURY. IN NO EVENT WILL Paya BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT OR ORGANIZATION’S USE OR INABILITY TO USE THE FRAUD MITIGATION SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF PAYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (4) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY

CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OR OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION; and (5) Use of non-personally identifiable information. Organization agrees that Paya may disclose or use any data or information relating to Fraud Mitigation Service, or information in its aggregate form that Paya acquires in the course of providing the Fraud Mitigation Service, but only if the information does not contain any personally identifiable information.

(ix) **Term; Termination.** The Fraud Mitigation Service will commence on the Effective Date of the Agreement and will continue for Term of the Agreement or until such time as Paya discontinues the Fraud Mitigation Service. (1) Effect of Termination. Upon termination, all rights and obligations hereunder shall cease except Organization's obligation to pay the applicable fees and provide defense and indemnification for any claim arising out of Fraud Mitigation Service performed by Paya up to and including the Effective Date of termination. Organization will not be entitled to a refund of any fees paid by Organization in connection with the Fraud Mitigation Service prior to termination.

(x) **Use of Subcontractors.** Paya expressly reserves the right to perform any and all of the Fraud Mitigation Service provided under this Addendum through subcontractors and vendors.

7.10 Signature. Organization represents and warrants that the person executing this Agreement is duly authorized to bind Organization to all provisions of this Agreement, and that such person is authorized to execute any documents and to take any action on behalf of Organization, which may be required by Paya now or in the future.

7.11 Force Majeure. The delay or inability of party to perform its obligations hereunder when required (other than Organization's payment obligations) if caused by events of Force Majeure, as defined herein, shall not constitute a breach or default and shall not subject such party to liability to any other party so long as such Force Majeure event exists. Force Majeure events shall include, without limitation, civil disturbances, epidemics, pandemics, natural disasters, wars, acts of terrorism, acts of God, economic downturn and all other such events outside the control of the parties that make it impossible for one party to comply with its obligations hereunder.

7.12 General. If any provision of this Agreement is illegal or unenforceable, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Organization is responsible for its employees' actions while in its employ. The parties do not intend to confer any benefits on any person or entity other than Organization, Bank and Paya. Article I, Sections 3.02, 3.04, Article V, Article VI, Article VII and any other provision that by their nature should survive termination will survive expiration or termination of this Agreement.

BANKCARD CERTIFICATION AND AGREEMENT

By signing below, the Organization named: (1) certifies to Paya that it is authorized to execute and deliver this Agreement on behalf of the Organization; (2) and the person executing on behalf of the Organization is authorized to do so; (3) certifies that all information and documents submitted in connection with this Agreement are true and complete; (4) authorizes Paya to verify any of the information given, including credit references, and to obtain credit reports on the Organization; (5) has read, agrees to, and acknowledges receipt of the Terms and Conditions, presented above and incorporated herein by reference. The Terms and Conditions and the Payment Acceptance Application constitute the entire Agreement by and between Organization, Paya and Bank; (6) agrees that Organization is responsible for the acts, omissions and obligations of any unit or division receiving services hereunder; (7) certifies that each such unit or division has the same Tax Identification Number as the Organization; (8) acknowledges that if Paya, in its reasonable discretion, determines that any particular unit or division is in breach of the terms of the agreement with Paya, Paya may terminate the unit or division and cease the provision of services to such unit or division without terminating the agreement with the Organization; (9) agrees that Organization and each transaction submitted to Paya will be bound by the Agreement in its entirety; and (10) agrees that Organization will submit transactions to Paya only in accordance with the information in the Payment Acceptance Application and will immediately inform Paya, in writing at the address above if any information in the Payment Acceptance Application changes. Organization further acknowledges that, as used in this paragraph, "Bank" means the banking institution identified at the top of the first page of this document as the Settlement Bank.

By signing below, I represent that the information I have provided on the Payment Acceptance Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc (American Express) to verify the information on this Payment Acceptance Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a credit report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the Organization indicated below to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such Organization along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

Organization Name	
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Authorized Officer (1)

Signature	Printed Name	Title	Date
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Authorized Officer (2)

Signature	Printed Name	Title	Date
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OFFICIAL PAYA USE ONLY

Authorized Paya Signature X	Printed Name	Title	Dated
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Not valid unless approved and signed by authorized officer of Paya, Inc.

Terms and Conditions for ACH Payment Processing

Paya EFT

- A. These are the terms and conditions (“T&Cs”) referenced in the Payment Acceptance Application (“Application”). These T&Cs, together with the Application, form the Payment Processing Agreement (“Agreement”) between Paya EFT, Inc. (“Paya-EFT”) and the Organization (“ORGANIZATION”) who submitted the executed Application. ORGANIZATION desires to use the services pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the “Rules”), and Paya-EFT is willing to provide the services subject to the terms and conditions set forth in this Agreement.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data, which is transmitted by the ORGANIZATION to Paya-EFT to prepare such Entries for processing.

AGREEMENT

- ORGANIZATION’S AUTHORITY.** ORGANIZATION specifically warrants to Paya-EFT that ORGANIZATION has taken all necessary legal action and has authority to enter into this Agreement with Paya-EFT. It further warrants that the person(s) signing for and on behalf of ORGANIZATION is specifically authorized and directed to do so by ORGANIZATION. ORGANIZATION acknowledges that this Agreement constitutes the legal, valid and binding obligation of ORGANIZATION, enforceable in accordance with its terms. The attached Schedules for the POS Conversion, QSP, Check 21+ Remote Check Deposit, Checks-By-Phone, Checks-By-Web, ACH Debit, Checks-By-Phone, and Paper Guarantee services are hereby incorporated into these T&C’s to the extent Organization selects such services in the Application. These T&Cs are only applicable to the Paper Guarantee services to the extent set forth in Sections 22 - 42 and the Paper Guarantee Schedule attached hereto.
- ORGANIZATION’S PUBLIC DISCLOSURE RESPONSIBILITIES.** Paya-EFT shall provide signage to be displayed at the point of purchase (POP) or payment collection site, which informs customers of the applicable (i) ORGANIZATION’S use of Paya-EFT Electronic Check Processing Service; or (ii) electronic debit for the amount of any state allowable NSF or recovery fee as stated in Section 3 of the Check 21+ Remote Check Deposit Addendum. ORGANIZATION agrees to display these materials in the best visible and unhindered location so as to inform the public of, if applicable, such electronic debit entry or that ORGANIZATION will honor electronic check and ACH processing services (as applicable) provided by Paya-EFT. From time to time, Paya-EFT may disseminate (i) changes to rules governing the Services; and (ii) educational and promotional materials to ORGANIZATION for ORGANIZATION to distribute to customers. ORGANIZATION further agrees to immediately (i) remove and properly dispose of Paya-EFT’s stale promotional materials and to display the most current materials upon receipt of such from Paya-EFT; and (ii) comply with such rule changes. ORGANIZATION will discontinue the use of all of Paya-EFT’s promotional materials and properly remove said materials upon receipt of written notification of suspension or termination of this Agreement. In the event Organizations’ account is reinstated by Paya-EFT after suspension, ORGANIZATION shall redisplay appropriate materials upon receipt of written verification of resumption of service by Paya-EFT.
- RESTRICTIONS ON USE OF PROMOTIONAL MATERIALS AND REPRESENTATIONS CONCERNING Paya-EFT’S SERVICES.** ORGANIZATION shall make no use of Paya-EFT’s promotional materials, marks, or software, other than as set forth in paragraph 2 above, without Paya-EFT’s prior written consent. In no way shall the ORGANIZATION indicate that Paya-EFT’s services are an endorsement of the ORGANIZATION, its business or its business practices. In the event of termination, ORGANIZATION immediately shall properly discard all software related to Paya-EFT services at ORGANIZATION’S expense.
- SURCHARGES AND TAXES.** ORGANIZATION shall not impose any illegal surcharge on any processed ACH, Remote Check Deposit (Check 21 Plus) processed check, or electronically processed check transaction. ORGANIZATION shall collect all required taxes at time of sale. All required taxes must be included in the total transaction amount at the time such is submitted for authorization by Paya-EFT and must be reflected in the face amount of the check or ACH Debit (if applicable). In any event, ORGANIZATION shall not collect any required taxes separately in cash, or otherwise. ORGANIZATION is responsible for paying all taxes collected to the appropriate authorities in a timely manner.
- USE OF EQUIPMENT.** ORGANIZATION agrees to utilize only equipment and software (including payment gateways) approved by Paya-EFT for the electronic processing of checks and ACH Debits and in a format and medium of transmission acceptable to Paya-EFT.
- NETTING OF TRANSACTIONS.** ORGANIZATION acknowledges that all transactions between Paya-EFT and ORGANIZATION under this Agreement, except assessment of fees, shall be treated as a single transaction for purposes of daily settlement between ORGANIZATION and Paya-EFT. The Settlement period varies depending on the Service. Chargebacks may be deducted from net settlement or may be debited from ORGANIZATION’S account if no pending credits are available to offset the chargeback.
- PAYMENT.** ORGANIZATION acknowledges that this Agreement provides for the provisional settlement of ORGANIZATION’S transactions, subject to certain terms and conditions, fees, credit transactions, contingent claims for chargebacks, adjustments and final settlement including but not limited to those enumerated herein. All payments to ORGANIZATION for legitimate and authorized transactions shall be made by Paya-EFT through the ACH and shall normally be electronically transmitted directly to ORGANIZATION’S designated account. However, Paya-EFT cannot guarantee the timeliness with which any payment may be credited by ORGANIZATION’S bank. ORGANIZATION understands that due to the nature of the ACH and the electronic networks involved and the fact that not all banks belong to an ACH, payment to ORGANIZATION can be delayed. In such cases, ORGANIZATION agrees to work with Paya-EFT to help resolve any problems in crediting ORGANIZATION’S designated account. In the event that a payment is rejected by ORGANIZATION’S bank or fails to arrive within seven (7) banking days from the date of settlement due to problems beyond Paya-EFT’S control, Paya-EFT may periodically wire transfer all funds due ORGANIZATION until the problem is corrected, at ORGANIZATION’S EXPENSE. All payments to ORGANIZATION shall be made after first deducting therefrom any discount fee, transaction fee, credit, chargeback, reserve or other fee or charge for which ORGANIZATION is responsible pursuant to this Agreement. Said charges and fees shall be deducted from incoming transactions or may be debited against ORGANIZATION’S designated Account at Paya-EFT’S sole discretion, without any further notice or demand.
- AUTHORIZATION TO ACCESS ORGANIZATION’S ACCOUNT.** ORGANIZATION hereby authorizes Paya-EFT to initiate debit and credit entries to ORGANIZATION’S designated account. ORGANIZATION’S authorization shall continue in effect for at least 120 days after termination of this Agreement, or for a longer period as determined necessary by Paya-EFT in the exercise of its sole discretion in order to properly terminate business. Unless a reserve or delay is placed on the ORGANIZATION’S account, Paya-EFT will generally transmit settlement to ORGANIZATION’S bank within 7 business days. In cases where ORGANIZATION has been approved by Paya-EFT in advance to initiate credit entries, the debit to ORGANIZATION’S account will be initiated first and the credit to the customer may be held until ORGANIZATION’S debit clears, generally within 6 banking days or for a longer period as determined necessary by Paya-EFT to insure the funds have cleared ORGANIZATION’S account. With respect to the Services, (i) settlement shall consist of a 7 banking day net settlement unless approved in advance by Paya-EFT in writing settlement shall consist of a 7 banking day net settlement unless approved in advance by Paya-EFT in writing; and (ii) No ORGANIZATION or customer is authorized to initiate a customer credit Entry, except where the Entry is the result of a reversal of a previous WEB debit Entry. Returns received after a transaction has been settled may be offset and deducted from current outstanding funds due to ORGANIZATION, or returns may be charged back to ORGANIZATION’S account at Paya-EFT’S discretion. ORGANIZATION specifically authorizes Paya-EFT to debit ORGANIZATION’S account via Automated Clearing House (ACH) transfer for any previously funded transaction that is returned, and ORGANIZATION warrants to Paya-EFT that ORGANIZATION will maintain a sufficient balance to cover return entries and to promptly notify Paya-EFT of any changes to ORGANIZATION’S accounts. In addition, Paya-EFT may require additional monetary sums for the reserve account from ORGANIZATION, and Paya-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with the daily processing of checks, as requested by ORGANIZATION. In the event of processing termination, Paya-EFT may hold outstanding funds due to ORGANIZATION for up to one-hundred-twenty (120) days from the transaction date if Paya-EFT determines that the return history reasonably justifies the holding of funds. Paya-EFT may hold back certain amounts where Paya-EFT is investigating a transaction for breach of warranty or transactional requirements by ORGANIZATION or for other reasons. Paya-EFT shall monitor ORGANIZATION’S transactional activity and ORGANIZATION agrees that Paya-EFT may delay funds for a reasonable period to investigate account activity. Paya-EFT will attempt to notify ORGANIZATION of any investigation, but Paya-EFT shall have no liability to ORGANIZATION or any other party, for any such actions taken by Paya-EFT. ORGANIZATION agrees that Paya-EFT may hold, setoff or retain funds to protect against amounts owed Paya-EFT or based on ORGANIZATION’S transaction history and/or ORGANIZATION’S financial condition. Paya-EFT will not be liable for any dishonor of any item as a result of actions taken hereunder. Any account is subject to review, verification, audit and acceptance by Paya-EFT. Paya-EFT may return any item to ORGANIZATION for correction or proper processing.
- RETURNS AND CREDITS.** ORGANIZATION shall maintain a fair policy permitting refunds, exchanges, returns and adjustments. During the term of this Agreement, ORGANIZATION shall be responsible for making all cash, check, or ACH Debit refunds to customer after a transaction has been batched out for settlement. Unless ORGANIZATION has been approved by Paya-EFT in advance to initiate credit entries for a lesser amount than the original check, electronic check, or ACH Debit entry, ORGANIZATION must initiate a credit receipt for the same amount as the original check or debit entry to effect voids, which occur the same day as the day of authorization and prior to batching out. As applicable, ORGANIZATION must use the POP equipment, approved Paya-EFT software, or ACH Debit Software to transmit the credit. ORGANIZATION shall obtain proper written authorization from the Customer whose name is used in the transaction or printed on the face of the check or the customer’s authorized representative prior to crediting Customer’s account. Except for Checks-By-Web, the customer or its authorized representative shall sign the completed credit receipt and a copy of the credit receipt shall be delivered to the customer at the time of each cancellation of a transaction. Each void, debit, and credit entry shall constitute a separate transaction for which a processing fee will apply. If it becomes necessary for a reversal of a transaction to be initiated, ORGANIZATION shall request in writing to Paya-EFT to initiate such reversal. ORGANIZATION shall give Paya-EFT enough information to create such reversal.
- WARRANTIES BY ORGANIZATION.** ORGANIZATION warrants and agrees to fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including those with respect to consumer protection. ORGANIZATION also warrants not to change the nature of its business as indicated on the Application attached hereto and submitted herewith or to modify the ownership of the business without the prior written consent of Paya-EFT. With each transaction presented to Paya-EFT by ORGANIZATION for authorization, ORGANIZATION specifically warrants and represents that: (a) each customer has authorized the debiting or crediting of its checking account, that each debit or credit is for an amount agreed to by the customer; (b) each debit or credit entry was authorized by the person named on the checking account or the authorized representative or agent of such person; (c) the sales receipt or

other proof of purchase is valid in form and has been completed in accordance with all applicable laws and all of the provisions set forth in this Agreement; (d) the total amount of each sales receipt or other proof of purchase evidences all goods and services purchased in a single transaction (No splitting check transactions to multiple checks as applicable); (e) ORGANIZATION has delivered the goods or completed the services identified in the authorized sales receipt; (f) each sales draft and check represents a bona fide direct sales transaction between the ORGANIZATION and the person presenting the check or ACH Debit in the ORGANIZATION'S ordinary course of business and that the amount of the sales draft or check evidences the customer's total indebtedness for the transaction involved; (g) the person presenting the check or ACH Debit has no claim, defense, right of offset, or dispute against ORGANIZATION in connection with the purchase of the goods or services and ORGANIZATION will provide adequate services to the person presenting the check or ACH Debit and will honor all warranties applicable thereto; and (h) all of ORGANIZATION'S business locations engage in the business activity listed on the face of this Agreement.

11. **CHARGEBACKS AND RETURNS.** Paya-EFT and third-party bank partners will monitor ORGANIZATION for adherence to established maximum acceptable return rate thresholds as established by the Rules which are as follows: Overall return rate level of 15% or less, Administrative return (R02, R03, R04) rate level of 3% or less, and an Unauthorized return (R05, R07, R10, R29, or R51) rate level of 0.5% or less. ORGANIZATION shall bear all risk of loss, without warranty or recourse to Paya-EFT for the amount of any transaction, applicable fees, or other amounts due Paya-EFT (including Paya-EFT's actual costs and expenses) due to or caused by chargebacks and returns of any kind, whether for customer chargebacks, insufficient funds returns, administrative or corporate returns, or any other type of returns, except as set forth in this Agreement and the Paya-EFT POS GUARANTEE CONVERSION, ACH DEBIT GUARANTEE, Checks-By-Phone Guarantee, and Remote Deposit Capture (Check 21 Plus) with Guarantee Schedules below (provided that ORGANIZATION has purchased and Paya-EFT agreed to provide Guarantee services). Paya-EFT shall have the right to debit ORGANIZATION'S incoming transactions, designated account or any other funds of ORGANIZATION in Paya-EFT's direct or indirect control by reason of Paya-EFT's security interest granted to Paya-EFT by ORGANIZATION hereunder, and to chargeback such transactions to ORGANIZATION including, but not limited to any of the following situations: (a) where goods have been returned or service canceled by the person submitting the applicable check or ACH Debit for electronic processing or Remote Deposit Capture (Check 21 Plus) processing and that person has requested a credit draft and such credit draft was not processed by ORGANIZATION; (b) where the sales draft or purchaser breaches any representation, warranty or covenant or failed to meet the requirements of this Agreement, or applicable law, or has not been authorized in advance by the authorization center as required hereunder; (c) where the transaction is for a type of goods or services sold other than as disclosed in the Application or approved in advance by Paya-EFT or the amount shown on the sales receipt or proof of purchase differs from the copy given to the customer; (d) where a customer contends or disputes in writing to Paya-EFT, or the customer's financial institution named on the check or ACH Debit that: (1) Goods or services were not received; or (2) Goods or services received do not conform to the description on the sales receipt or proof of purchase; or (3) Goods or services were defective or the customer has a claim, dispute or defense to payment related to the transaction; or (4) The dispute reflects a claim or defense authorized by a relevant statute or regulation, (e) where a check authorization document or recording, proof of purchase, or credit receipt was not received by Paya-EFT as required herein or is subject to indemnification charged back by the customer's financial institution; (f) where the transaction was generated through the use of an account that was not valid (As in, but not limited to, R03,R04 return codes)or effective (As in, but not limited to, R02 return code) on the transaction date or which was made on an altered, fraudulent, or counterfeit check authorization document, recording, or ACH debit or of which ORGANIZATION had notice not to honor and failed to reject the transaction or if ORGANIZATION disregarded any denial of authorization; (g) where the check results in a R29 return (Unauthorized ACH entry to Corporate Account) and any collection efforts are not successful; (h) where no signature or electronic acceptance of the transaction appears on the sales check authorization document (as applicable) or proof of purchase (or the proof of purchase does not contain the information from the ACH Debit), where customer did not authorize via recorded oral authorization, or if ORGANIZATION failed to obtain specific authorization in advance from Paya-EFT to complete the transaction and/or a valid authorization number was not on the sales receipt or proof of purchase and/or the customer has certified in writing to Paya-EFT or his financial institution that no authorized user made or authorized the transaction; (i) where security procedures were not followed; (j) where the customer's financial institution or Paya-EFT has information that ORGANIZATION fraud occurred at the time of the transaction(s), or the transaction is not a sale by ORGANIZATION whether or not such transaction(s) was authorized by the customer; (k) in any other situation where the check authorization or proof of purchase was executed or a credit was given to ORGANIZATION in circumstances constituting a breach of any representation or warranty of ORGANIZATION or in violation of applicable law or where ORGANIZATION has not provided documents or resolved a customer dispute whether or not a transaction is charged back; (l) an Entry was charged back and represented whether or not the customer knows or consents to this representation. If, with respect to any one of ORGANIZATION'S outlets, the amount of or number of any counterfeit or fraud incidents becomes excessive, in the sole determination of Paya-EFT; (m) ORGANIZATION does not provide Paya-EFT with a copy of the signed authorization receipt or recorded oral authorization within forty-eight (48) hours from the time of Paya-EFT's request. ORGANIZATION may be charged back for all transactions, this Agreement may be terminated immediately without notice, and ORGANIZATION'S funds, including but not limited to those in incoming transactions and in ORGANIZATION'S designated account, shall be held pursuant to the provisions herein. Paya-EFT shall retain any discount or fee related to a chargeback transaction. **Additionally, Paya-EFT shall have the same rights to debit ORGANIZATION'S account for transactions returned or not honored for any reason, including but not limited to insufficient funds, administrative or corporate returns, or any other kind of returned transaction. If ORGANIZATION has requested the Paya-EFT POS GUARANTEE service, and Paya-EFT has accepted the application for Guarantee service, certain transactions are guaranteed, as listed in this Agreement, including the Paya-EFT POS GUARANTEE CONVERSION Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, or ACH DEBIT GUARANTEE Schedules below.**
12. **CHARGEBACK AND RETURNS RESERVE ACCOUNT.** Notwithstanding any other language to the contrary contained in this Agreement, Paya-EFT reserves the right to establish, without notice to ORGANIZATION, and ORGANIZATION agrees to fund a non-interest bearing Chargeback and Return Reserve Account, or demand other security and/or to raise any discount fee or transaction fee hereunder, upon Paya-EFT's reasonable determination of the occurrence of any of the following: (a) ORGANIZATION engages in any processing of charges which create an overcharge to the customer by duplication of charges; (b) **Failure by ORGANIZATION to fully disclose the true nature or percentage of its (i) actual or intended telephone and/or mail order business; and (ii) actual or expected losses due to insufficient funds transactions,** fraud, theft or deceit on the part of its customers, or due to administrative chargebacks/returns, or chargebacks or rejections by customers; (c) **Failure by ORGANIZATION to fully disclose the true nature of its business to Paya-EFT to permit a fully informed decision as to the suitability of ORGANIZATION for processing through Paya-EFT;** (d) Failure by ORGANIZATION to fully disclose the true ownership of ORGANIZATION'S business entity or evidence of fraud; (e) Processing by ORGANIZATION of unauthorized charges or any other action which violates applicable risk management standards of Paya-EFT or is likely to cause loss; (f) **Any misrepresentation made by ORGANIZATION in completion of the ORGANIZATION Application or breach of any other covenant, warranty, or representation contained in this Agreement** or applicable law including a change of type of business without prior written approval by Paya-EFT; (g) ORGANIZATION has chargebacks or returns of any kind which exceed 1% of the total number of transactions completed or dollars processed for Checks-By-Web Services by ORGANIZATION in any thirty (30) calendar day period; (h) Excessive number of requests from customers or issuing banks for retrieval of documentation; (i) ORGANIZATION'S financial stability is in question or ORGANIZATION ceases doing business; or (j) Upon notice of or termination of this Agreement. After payment or adequate provision for payment is made by Paya-EFT, for all obligations on the part of ORGANIZATION to Paya-EFT under this Agreement, ORGANIZATION may request Paya-EFT to disburse to ORGANIZATION any funds remaining in the Chargeback and Return Reserve Account unless otherwise agreed to by Paya-EFT. Such funds will not be disbursed to ORGANIZATION until the end of one hundred twenty (120) days after termination of this Agreement or ninety (90) days from the date of the last chargeback or return activity, whichever is later, unless Paya-EFT in its sole discretion has reason to believe that customer chargeback rights may be longer than such period of time or that loss is otherwise likely, in which event Paya-EFT will notify ORGANIZATION of such fact and Paya-EFT will set the date when funds shall be released. No monies held in the Chargeback and Return Reserve Account shall bear interest. Provisions applicable to the designated account are also applicable to this account.
13. **COLLECTIONS.** ORGANIZATION acknowledges and agrees that when collection services are required, Paya-EFT may utilize an appropriately licensed third party to perform such collection services. ORGANIZATION further authorizes Paya-EFT to continue collection efforts for ORGANIZATION. If collections are unsuccessful after sixty (60) days, Paya-EFT shall discontinue collections and be absolved of all responsibility.
14. **PAYA-EFT POS GUARANTEE CONVERSION, CHECKS-BY-PHONE GUARANTEE, REMOTE CHECK DEPOSIT (CHECK 21 Plus), AND ACH DEBIT GUARANTEE.** The Paya-EFT POS GUARANTEE CONVERSION, Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, and ACH Debit Guarantee provisions are operational only if ORGANIZATION has marked the applicable Paya-EFT POS GUARANTEE CONVERSION, Checks-By-Phone Guarantee, Check 21 Plus with Guarantee, or ACH Debit Guarantee box on the application form of the Agreement. ORGANIZATION must utilize the Paya-EFT Virtual Terminal to qualify for the ACH Debit Guarantee coverage and the Paya-EFT Checks-By-Phone Gateway to qualify for Guarantee coverage. The ACH Debit Guarantee coverage is only available for Single ACH Debit services and are not offered for Recurring ACH Debit services. If so marked, ORGANIZATION wishes Paya-EFT to provide a guarantee for reimbursement of losses sustained by ORGANIZATION in accepting checks or Single ACH Debits for electronic or Remote Check Deposit (Check 21 Plus) processing. In addition to the provisions previously set forth and notwithstanding any provisions to the contrary, Paya-EFT has established a per account Guarantee Limit, as per the Schedule, based on a percentage of the face amount of any and all checks (and a local access [Transaction fee] fee) as set forth in the pricing section of the agreement) presented at ORGANIZATION'S place of business or at other locations which are listed in any attachments to this Agreement, subject to the terms and conditions set forth in this Agreement. Paya-EFT shall reimburse ORGANIZATION per Schedule, up to the Guarantee Limit, as measured from the date of verification of non-payment, subject to ORGANIZATION'S compliance with all of the terms and conditions contained in this Agreement or any of Paya-EFT's other published instructions. Paya-EFT shall have the right to adjust ORGANIZATION'S rate including Paya-EFT POS Guarantee Conversion, Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, and ACH Debit Guarantee rate based upon its sole determination. Organization must utilize the Virtual Terminal to qualify for ACH Debit Guarantee service and the Paya-EFT Checks-By-Phone Gateway to qualify for Checks-By-Phone Guarantee service. Each month ORGANIZATION shall have access to an itemized summary of applicable electronic check, Checks-By-Phone, Remote Check Deposit (Check 21 Plus) check, and ACH Debit deposits. Paya-EFT shall process up to the check limit established for ORGANIZATION, but will not be responsible for reimbursement of checks exceeding the ORGANIZATION'S approved guarantee limit. The following transaction types are not included in the Paya-EFT POS GUARANTEE CONVERSION, Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, or ACH Debit Guarantee service, and Paya-EFT assumes no liability for and will provide no reimbursement for transactions as follows: Incorrect MICR data reads, unable to locate account or invalid account number returns, (R29) Unauthorized Corporate returns, customer chargebacks or customer revocations of any transaction. Organization agrees to provide any additional information to Paya-EFT on occasion as needed to assist in collection efforts. **Guarantee reimbursement shall only serve to cover ORGANIZATION losses due to, NSF returns, and Insufficient Funds returns up to the per account guarantee limit placed in the approval section of the contract.**
15. **ORGANIZATION PAYMENT OBLIGATIONS & CONSUMER CONVENIENCE FEES.** Organization shall pay Paya-EFT the fees and charges for the Services rendered hereunder in accordance with the Fees and Charges as set forth in the Application. ORGANIZATION must promptly notify Paya-EFT in writing of any dispute regarding fees under this Agreement.

ORGANIZATION'S written notice must include: (i) ORGANIZATION name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by Paya-EFT no later than ninety (90) days after the disputed fees have been paid by ORGANIZATION or charged to ORGANIZATION'S account by Paya-EFT.

ORGANIZATION'S failure to so notify Paya-EFT will waive and bar the dispute. If applicable, for the purpose of billing a Mobile Image shall consist of the front-and-back of a check; any other image capture shall be billed as a separate image regardless of whether or not multiple images are of a single document. ORGANIZATION acknowledges that this Agreement may also contemplate a Consumer Convenience Fee Option and ORGANIZATION wishes to participate in the Consumer Convenience Fee Option in which Paya-EFT shall collect a Convenience Fee from the consumer. Organization shall be solely responsible for informing its customers of such convenience fee charges and to obtain customer's authorization, by signature or similarly authenticated, to debit the convenience fee from customer's bank account via ACH debit. Organization's customer authorization process should take into consideration whether the convenience fee is or is not included in the face amount of the check and for obtaining proper authorization so that the total amount to be deducted (both the sale amount and the fee) are properly authorized by the customer. Organization hereby confirms that Convenience fees are acceptable to be added under all applicable laws.

16. **ASSIGNMENT OF CHECKS AND ACH DEBITS.** As of the date of this Agreement and by subscribing to Paya-EFT services, ORGANIZATION shall be deemed to have assigned to Paya-EFT, without recourse, all of ORGANIZATION'S right, title and interest in any and all ACH Debits return fees and checks, including any rights to treble or punitive damages permitted under applicable law. ORGANIZATION shall execute and deliver endorsements, instruments, and papers and shall do whatever is necessary under the laws of any applicable jurisdictions to secure and defend Paya-EFT's rights and shall do nothing to prejudice those rights. ORGANIZATION shall cooperate with Paya-EFT in pursuing Paya-EFT's rights, including suing or prosecution of the customer under all applicable laws.
17. **COMPLIANCE AND DISCLOSURE OF INFORMATION.** ORGANIZATION agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to rules and procedural guidelines established by the Federal Trade Commission ("FTC") and Regulation E. (Reg. E). ORGANIZATION is solely responsible for any and all losses incurred by ORGANIZATION or Paya-EFT in the event ORGANIZATION initiates any transaction prohibited by Regulation E Rules or other rules or laws of the United States of America ("USA") or in breach of this Agreement. ORGANIZATION shall provide such information and certifications as Paya-EFT may reasonably require from time to time to determine ORGANIZATION'S compliance with the terms and conditions of this Agreement and applicable law. ORGANIZATION further agrees to produce and make available for inspection by Paya-EFT or its officers, agents, attorneys, accountants, or representatives, such books and records of ORGANIZATION as Paya-EFT may deem reasonably necessary to be adequately informed of the business and financial condition of ORGANIZATION, or the ability of ORGANIZATION to observe or perform its obligations to Paya-EFT pursuant to this Agreement. ORGANIZATION further agrees to provide to Paya-EFT from time to time such information including, but not limited to, credit reports, personal and/or business financial statements, income tax returns, or other such information as Paya-EFT may request. ORGANIZATION grants to Paya-EFT continuing authority to conduct credit checks and background investigations and inquiries concerning ORGANIZATION and ORGANIZATION'S owner(s) including, but not limited to, character and business references and the financial condition of ORGANIZATION and ORGANIZATION'S owner(s). ORGANIZATION expressly authorizes Paya-EFT or its agents, attorneys, accountants, and representatives to provide and receive such information from any and all third parties directly, without further consent or authorization on the part of ORGANIZATION. Paya-EFT may share with others its credit, sales and other information. ORGANIZATION will not transfer, sell, or merge or liquidate its business or assets or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture partnership or similar business arrangement, change its basic nature or method of business, types of products sold or engage in sales by phone or mail order without providing notice to Paya-EFT and provide Paya-EFT with the opportunity to terminate this Agreement.
18. **COMPLIANCE WITH THE RULES AND APPLICABLE LAW.** ORGANIZATION'S rights and obligations with respect to any Entry are governed by the NACHA Rules ("the Rules"), this Agreement and applicable law. The Organization agrees to comply with and be bound by "the Rules". ORGANIZATION agrees to comply with applicable state and federal law or regulation and Organization warrants that it will not transmit any Entry that violates the laws of the United States, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC).
19. **DATA RETENTION.** ORGANIZATION shall retain all records related to authorization, including all sales and credit receipts and authorizations for a period of no less than two years following the date of the transaction, or two years from authorization revocation if applicable. According to Paya-EFT'S current Paya-EFT policies, ORGANIZATION shall, as applicable, stamp or mark "ACH processed" and hand the check back to the check writer and retain for a period of 2 years all ACH Debits received from customers. **If check is handed back to check writer, ACH authorization form is handed back to consumer, or recorded oral authorization is lost then ORGANIZATION acknowledges that Paya-EFT will not be able to provide any check collection services beyond the third electronic presentment of the check. Failure to provide the signed authorization receipt, form, or recorded oral authorization to Paya-EFT will result in cessation of collection efforts, and Paya-EFT will be entitled to immediately debit ORGANIZATION'S account for any previously processed and returned transactions.**
20. **ADDITIONAL ORGANIZATION REPRESENTATIONS.** ORGANIZATION agrees to permit Paya-EFT to audit ORGANIZATION upon reasonable notice. ORGANIZATION agrees that any outstanding amount(s) owed to Paya-EFT shall be subject to a 1.5% finance charge monthly. Any outstanding sums will be sent to an outside collection agency and charged the maximum amount of civil, legal, and collection fees/charges as is allowed by law. ORGANIZATION will not disclose and will keep confidential the terms and conditions of this Agreement.
21. **ADDITIONAL PAYA-EFT RESPONSIBILITIES.** Paya-EFT will accept, as applicable, entries via check reader hardware, ORGANIZATION'S payment gateway, double sided check images from a Paya-EFT approved check imager/software vehicle, ACH Debit software, and Checks-By-Phone Gateway on a 24-hour per day basis. Paya-EFT is only responsible for processing entries that have arrived at its premises in a proper format and on a timely basis. Paya-EFT will use information provided by ORGANIZATION to originate its entries in the applicable Remote Check Deposit (Check 21 Plus) network or ACH. ORGANIZATION understands and agrees that Paya-EFT may reject ORGANIZATION'S entries for any reason permitted in this Agreement and/or if acceptance of such entry would cause Paya-EFT to potentially violate any federal, state or local law, rule statute, or regulation, including without limitation any Federal Reserve or other regulatory risk control program. At ORGANIZATION'S written request, Paya-EFT will make reasonable efforts to reverse or delete an entry, but will under no circumstance be liable for the failure to comply with such request.
22. **LIMITATION OF LIABILITY AND ORGANIZATION'S WAIVER OF DAMAGES.** Paya-EFT shall be responsible for performance of the ACH and Remote Check Deposit (Check 21 Plus) services as a third-party provider in accordance with the terms of this Agreement. Paya-EFT shall not be responsible for any other person's or entity's errors, acts, omissions, failures to act, negligence or intentional conduct, including without limitation entities such as Paya-EFT's communication carrier or clearing houses, and no such entity shall be deemed to be a representative or an agent of Paya-EFT. **IN NO EVENT SHALL PAYA-EFT BE LIABLE TO ORGANIZATION FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHICH ORGANIZATION OR ITS CUSTOMERS, AFFILIATES, PARENT COMPANIES, ASSOCIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM PAYA-EFT'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. PAYA-EFT'S LIMIT OF LIABILITY TO ORGANIZATION OR ANY THIRD PARTY FOR ANY CAUSE OF ACTION WHATSOEVER IS limited to the proportionate extent of Organization's negligence or other breach of duty, and limited by the fees that Paya-EFT has received for the prior three (3) months from Organization.**
23. **FORCE MAJEURE.** Paya-EFT shall not be responsible for delays, nonperformance, damages, lost profits or other losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornadoes, hurricanes, wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss or failure, incorrect data transmission or any other event outside the direct control of Paya-EFT.
24. **CONFIDENTIALITY.** Subject to the Freedom of Information Act, each party acknowledges that all other materials and information disclosed to the other party ("Recipient") in connection with the performance of this Agreement, including any trade secret, process, technique, algorithm, computer program (source and object code), design, drawing, formula, business plan or test data relating to any research project, work in process, future development, engineering, marketing, servicing, financing, strategic partnership or personnel matter consist of confidential and proprietary data. Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the disclosing party of the request. Thereafter the disclosing party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the disclosing party which (a) is or becomes publicly known through no act or omission of the Recipient, (b) is received from any person or entity who, to the best of Recipient's knowledge, or Recipient's reason to know, has no duty of confidentiality to the disclosing party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the disclosing party's information. ORGANIZATION further warrants and agrees that it shall not sell, purchase, provide, or exchange checking account information in the form of sales drafts, mailing lists, tapes, or any other media obtained by reason of a transaction or otherwise, to any third party other than to Paya-EFT, ORGANIZATION'S agents approved by Paya-EFT for the purpose of assisting ORGANIZATION in its business to Paya-EFT, the financial institution named on the check, or pursuant to lawful government demand without the account holder's explicit written consent. All media containing checking account numbers must be stored in an area limited to selected personnel until discarding and must be destroyed prior to or in connection with discarding in a manner that will render the data unreadable. ORGANIZATION will not disclose and will keep confidential the terms and conditions of this Agreement.
25. **INDEMNIFICATION.** To the extent allowed under applicable law, ORGANIZATION agrees to indemnify Paya-EFT for any cost, expense, and damage, lost profit and/or attorneys' fees in connection with (i) any breach of its obligations or representations in this Agreement; (ii) a dispute between ORGANIZATION and a consumer regarding the action or inaction of ORGANIZATION; (iii) any dispute between ORGANIZATION and an ORGANIZATION Customer with respect to the alleged or actual failure by ORGANIZATION to process a transaction as requested by such customer or to ORGANIZATION'S failure to provide data security, and (iv) ORGANIZATION'S failure to comply with any of the provisions of this Agreement and applicable laws, Rules and/or regulations. As set forth in Section 22, in no event shall Paya-EFT's liability to ORGANIZATION for any matter exceed the total amount of three (3) months of fees paid by ORGANIZATION under this Agreement.
26. ****INTENTIONALLY DELETED****

IRS REPORTING AND WITHHOLDINGS. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as Paya-EFT, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each organization processing through Paya-EFT. Organization shall verify its identity by providing Paya-EFT with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Organization Account. In the event Organization fails to

- provide its TIN, Paya-EFT will place a restriction on Organization's Account and may restrict the receipt of funds into Organization's Account, or withhold a percentage of payments deposited into Organization's Account in order to satisfy the backup withholding requirements of the IRS.
27. NON-WAIVER. Neither the failure nor any delay on the part of Paya-EFT to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to an estoppel nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.
 28. ASSIGNMENT. ORGANIZATION may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of Paya-EFT. Upon notice to Organization, Paya-EFT may freely assign this Agreement, its rights, benefits and duties hereunder to an external party. For clarity, Paya-EFT may assign this Agreement to its affiliates or parent company without providing notice to Organization.
 29. TERMINATION. This Agreement shall continue indefinitely unless and until terminated by either party. ORGANIZATION may terminate this Agreement after three (3) years and thereafter upon sixty (60) days written notice to Paya-EFT of termination and monthly minimum and subscription fees will continue in effect for this time. Paya-EFT shall have the right to suspend or terminate this Agreement immediately and without notice to ORGANIZATION.
 30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.
 31. SCHEDULE OF FEES. Attached to this Agreement and incorporated herein by reference is a Schedule of Fees, which contains the, as applicable, Discount Fee, Transaction Fees, Return Fee per returned item, Minimum Monthly Discount Fee, Subscription Fee, Batch Out Fee, Monthly Check 21 Access Fee, Termination Fee and other terms and conditions in effect on the commencement date of this Agreement. Paya-EFT reserves the right at all times to unilaterally change all or part thereof, or any other terms of this Agreement upon written notice to ORGANIZATION.
 32. ****INTENTIONALLY DELETED****
 33. ENTIRE AGREEMENT. This Agreement, including the attached Schedules, together with the Account Agreement, is the complete and exclusive statement of the agreement between Paya-EFT and the ORGANIZATION with respect to the subject matter hereof and supersedes any prior agreement(s) between Paya-EFT and the ORGANIZATION with respect to the subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event the performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Paya-EFT, the Originating Depository Financial Institution (ODFI) or ORGANIZATION is subject, and which governs or affects transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and Paya-EFT, the ODFI and ORGANIZATION shall incur no liability as a result of such changes except as provided in the following paragraph.
 34. AMENDMENTS. As stated in paragraph 34, Paya-EFT, the ODFI or ORGANIZATION may amend operations or processing procedures in order to conform to and comply with any changes in the Rules or applicable Federal or State Regulations. The changes would be, without limitation, those relating to any cut-off time and the close of any business day. Such amendments to operations or procedures shall become effective upon receipt of written notice to the other party, as provided for herein, or upon such date as may be provided in the Rules or applicable law or regulation referenced in the written notice, whichever is earlier in time. Use of the ACH or Remote Check Deposit (Check 21 Plus) services after any such changes shall constitute acceptance of the changes by the parties. Further, Paya-EFT may, from time to time, amend any provision of this Agreement, including, without limitation, those relating to the fees and charges payable by ORGANIZATION by mailing written notice to ORGANIZATION of the amendment, and the amendment shall become effective unless Paya-EFT receives ORGANIZATION's notice of termination of this Agreement within 7 days. Amendments due to changes in the Rules or any law or judicial decision may become effective on such shorter period of time as Paya-EFT may specify if necessary to comply with the applicable Rule, law or decision. No other amendments or modifications to this Agreement will be effective unless such changes are reduced to writing and are signed by the duly authorized party or parties to this Agreement and such Amendments are incorporated into and made a part of this document.
 35. BINDING AGREEMENT; BENEFIT This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person or entity and no other person or entity shall have any right against Paya-EFT.
 36. ATTORNEYS' FEES. In the event that it becomes necessary for Paya-EFT to employ an attorney to enforce, interpret, mediate or arbitrate this Agreement, or collect a debt from ORGANIZATION, Paya-EFT shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements related to such dispute from ORGANIZATION.
 37. CHOICE OF LAW, VENUE & JURISDICTION. Notwithstanding any language to the contrary, all issues related to the electronic processing of checks and ACH Debits under the terms of this Agreement shall be determined in accordance with the NACHA Rules, Federal Trade Commission and Regulation E Rules, and laws of the United States of America and the State of Illinois as it applies to contracts, regardless of any conflicts of law provisions. In the event of a conflict between the Rules and applicable local, state or federal law, the Rules shall prevail unless otherwise prohibited by law. To the extent that an issue arises which is not covered by the Rules, this Agreement shall be governed by and construed in accordance with Illinois law and it is expressly agreed that venue and jurisdiction for all such matters shall lie exclusively in Kane County, Illinois..
 38. SEVERABILITY. If any provision of the Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, by court decision, statute, or rule (or otherwise would go in if you wanted to include arbitration) such holding shall not affect any other provisions of this Agreement. All other provisions or parts thereof shall remain in full force and effect and this Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provision hereof.
 39. HEADINGS. The headings in this Agreement are used for referenced purposes only. They shall not be deemed as part of this Agreement and shall not affect its interpretation.
 40. EFFECTIVE DATE. This Agreement shall be effective only upon acceptance by Paya-EFT.
 41. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ACH Debit/Credit Schedule

With respect to ACH Debit, the Agreement and this Schedule are only applicable to processing Virtual Terminal or ACH file based transactions utilizing the end-customer's Checking account data. Paya-EFT's product and associated software specifically designed for such transactions will be utilized by ORGANIZATION, and such software will either be hosted and maintained by Paya-EFT on Paya-EFT equipment, or alternatively, provided directly to ORGANIZATION for installation on ORGANIZATION equipment. In all cases where Paya-EFT hosts the software for ORGANIZATION, the various terms and conditions referenced below regarding disclosure, transaction and processing requirements, and all other requirements imposed by either regulatory agency, law, Paya-EFT, or otherwise shall have full force and effect, however, in instances where the Paya-EFT hosted software already complies with ORGANIZATION requirements, the ORGANIZATION shall be relieved of certain of these responsibilities. ORGANIZATION agrees not to change, modify, or alter such software or product in any way. Upon ORGANIZATION'S request and Paya-EFT's approval, ACH Debit/Credit guarantee services (hereinafter referred to as "Guarantee" service) will also be provided pursuant to provisions below. If ORGANIZATION has not requested Guarantee service, or if Paya-EFT has not accepted the Application for Guarantee service, Paya-EFT will not be liable in any way for any returned ACH Debits/Credits of ORGANIZATION or its customers, for any reason.

1. **ACH DEBIT PROCESSING.** Paya-EFT shall not be responsible for the payment of any ACH Debits/Credits of ORGANIZATION that Paya-EFT has not received for processing from ORGANIZATION within twenty-four hours of the initial transaction date of said ACH Debit(s). ORGANIZATION shall be required to submit all documentation related to the transactions to Paya-EFT at Paya-EFT's request. ORGANIZATION shall make its books and records available to Paya-EFT.
2. **REQUIREMENTS FOR PROCESSING ACH DEBITS.** ORGANIZATION shall comply with the following conditions when processing ACH Debits/Credits and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established by Paya-EFT from time to time. ORGANIZATION shall accept only the following ACH Debits/Credits as source documents to initiate ACH debit entries through Paya-EFT; (a) All demand deposit account ACH Debits/Credits must be drawn on or payable through a federally insured depository financial institution; be based on checking accounts where checks were issued with machine-readable with the bank routing number, account number and check serial number printed on the check, and be for an amount less the check limit assigned by Paya-EFT. (b) Customer shall authorize by signature written agreement containing ACH Debit/Credit amount and day of month to be debited from customer's account. (c) All items, goods and services purchased in a single transaction shall be included in the total amount on a form of proof of purchase; (d) To be eligible for guarantee coverage, if guarantee service was selected by ORGANIZATION and approved by Paya-EFT, ORGANIZATION shall have customer provided on the signed written payment agreement sufficient information to verify and locate customer, including address, telephone number, driver's license number, and last four digits of customer's social security number or year of birth. (e) Once Paya-EFT authorizes the transaction, ORGANIZATION shall ensure that the proof of purchase contains the following correct information: (a) the customer's bank routing and account number from the MICR data; (b) ORGANIZATION'S correct name and business address; (c) the date of the transaction; (d) the total cash price of the sale (including all applicable state, federal or local surcharges and taxes. (e) After customer electronically accepts the receipt, ORGANIZATION shall deliver to the person presenting the ACH Debit/Credit a true and completed copy of the proof of purchase with the goods and services purchased and provide the consumer with a phone number for inquiries and method by which customer's authorization may be revoked; (f) ORGANIZATION'S failure to input the correct routing number or account number into the Virtual Terminal will result in ORGANIZATION'S loss of guarantee for the ACH Debit. (g) No ACH Debit/Credit may be altered after Paya-EFT authorizes acceptance of the ACH Debit. ORGANIZATION may not resubmit an electronic check or ACH Debit/Credit electronically or deposit it by any means once Paya-EFT authorizes a transaction. Failure to comply with the above requirements will, in addition to other penalties (such as but not limited to loss of guarantee on all ACH Debits/Credits), subject ORGANIZATION to chargebacks and may be grounds for immediate suspension/termination of services and indemnification of Paya-EFT by ORGANIZATION pursuant to this Agreement. YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE CUSTOMERS EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT OR DEVICE TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A MAXIMUM OF \$10,000.00 FINE PER INSTANCE UP TO A \$500,000 MONTHLY FINE, IMPRISONMENT FOR A TERM OF TEN YEARS, OR BOTH.
3. **CUSTOMER'S AUTHORIZATION INITIATES DEBIT ENTRY.** ORGANIZATION acknowledges that the customer's authorization allows ORGANIZATION to instruct Paya-EFT to initiate an ACH DEBIT ENTRY ("ENTRY") for ORGANIZATION against customer. It further permits Paya-EFT to reinitiate an ENTRY where the original ENTRY is returned. If an ACH Debit/Credit is returned unpaid after each re-presentation, Paya-EFT shall be entitled to debit the ORGANIZATION'S account for the amount of the ACH Debit.
4. **RESTRICTIONS ON ACCEPTANCE OF ACH DEBITS FOR ELECTRONIC PROCESSING.** From time to time, Paya-EFT shall establish necessary security and identification procedures for presentation of checks or debits for electronic processing pursuant to the Rules and applicable law. ORGANIZATION agrees to comply with such procedures and to accept such "properly presented" checks or debits for electronic processing. Paya-EFT shall establish minimum and maximum amount limitations on ACH Debits/Credits presented for electronic processing by ORGANIZATION. ORGANIZATION shall not accept or attempt to process ACH Debits/Credits below the minimum or in excess of the maximum limitations established by Paya-EFT. In no event will Paya-EFT accept an ACH Debit/Credit greater than \$5000 for processing without prior written authorization by Paya-EFT. Paya-EFT shall also establish the number of ACH Debits/Credits that may be submitted on a daily basis by any customer for electronic processing. ORGANIZATION agrees to provide Paya-EFT with any and all information needed to establish such limitations. ORGANIZATION further agrees to inform Paya-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. ORGANIZATION further agrees to abide by these limitations as a condition to Paya-EFT electronically processing any ACH Debit. For an ACH Debit/Credit transaction to be valid, customer must initiate the transaction and complete the ACH Debit/Credit Payment Agreement.
5. **UNACCEPTABLE TRANSACTIONS.** In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing. ORGANIZATION agrees not to submit any of the following transactions to Paya-EFT for electronic processing; (a) ORGANIZATION shall not electronically process any ACH Debit/Credit drawn on any depository institution that is not federally insured or part of the ACH network, (b) ORGANIZATION shall not electronically process any ACH Debit/Credit drawn on the personal checking account of ORGANIZATION or any of its agents or employees, (c) ORGANIZATION shall not accept any third party items for electronic processing or ACH Debit/Credit made payable where the purpose is for the customer to receive cash or cash back, (d) ORGANIZATION shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to ORGANIZATION, arising from the dishonor of an ACH Debit, electronic check or arising from a credit card, debit card or smart card dispute with the ORGANIZATION, (e) ORGANIZATION shall not submit a transaction for processing which represents an attempt to collect a chargeback, (f) ORGANIZATION shall not submit an ACH Debit/Credit written for goods or services that are not concurrently provided to the customer, including any ACH Debit/Credit given for gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (g) ORGANIZATION shall not submit an ACH Debit/Credit which is altered by the organization in any way (h) ORGANIZATION shall not knowingly submit an ACH Debit/Credit on an account on which Paya-EFT previously denied authorization. ORGANIZATION'S submission of any of the above transactions for electronic processing may subject the ORGANIZATION to immediate suspension or termination and all funds of ORGANIZATION, including those in ORGANIZATION'S account, may be placed on hold.
6. **SOFTWARE.** ORGANIZATION shall utilize ACH Debit/Credit software provided by Paya-EFT for processing all ACH Debit/Credit transactions. (a) ORGANIZATION is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the software. (b) ORGANIZATION shall maintain all equipment necessarily related to ACH Debit/Credit processing, including necessary file servers, computer and telecommunications equipment in good working order at ORGANIZATION'S sole expense. (c) ORGANIZATION shall advise Paya-EFT immediately in the event of breakdown of related equipment, ACH Debit/Credit software problems or of any other system failure. (d) ORGANIZATION acknowledges that Paya-EFT is not responsible for any related computer and telecommunications equipment used by the Organization. In this regard, Paya-EFT shall not be responsible for any unauthorized tampering or altering to equipment and software specifically installed by Paya-EFT on the part the Organization or Organization's agent. Additionally, Paya-EFT's approval of such equipment does not constitute an express or implied warranty, representation or endorsement of such equipment.
7. **VIRTUAL TERMINAL.** The Paya-EFT Virtual Terminal requires a Windows Operating System. Organization is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the Paya-EFT Virtual Terminal Software.
8. **DAILY SETTLEMENT OF TRANSACTIONS.** ORGANIZATION agrees that a batch file shall consist of all transactions submitted by 11:59P.M. (CST) each calendar day. Organization acknowledges that it is customary for Paya-EFT to hold in reserve from Organization an amount equal to three times the daily average of returns. Paya-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with daily processing of ACH Debits/Credits. Paya-EFT also reserves the right to move monies into an account of its choosing to hold it against returns to those monies and providing to the organization a net deposit after a period of time acceptable to Paya-EFT. ORGANIZATION acknowledges that failure to submit batch files for processing will delay funds being deposited. If so requested by Paya-EFT, the signed Recurring or One-Time Debit/Credit Payment Plan Authorization Form must be sent out and received at Paya-EFT's designated location within 48 hours from the request date. Failure to do so will remove Paya-EFT's obligations under the Guarantee program for such ACH Debits/Credits at Paya-EFT's sole discretion.
9. **AUTHORIZATION RETRIEVAL REQUESTS.** Whereby a financial institution, regulatory or law enforcement agency, or similar authority has demanded from Paya-EFT proof of valid consumer authorization, in accordance with NACHA Rules, ORGANIZATION shall provide said proof of authorization to Paya-EFT within (2) business days. In the event that ORGANIZATION cannot provide the appropriate consumer authorization, and Paya-EFT suffers a penalty enforced by NACHA, Paya-EFT shall have the right to offset such penalty and charge ORGANIZATION a minimum of \$1000 per instance and up to a \$100,000 per month until the problem is resolved.
10. **ADDITIONAL ORGANIZATION WARRANTIES.** With each transaction presented to Paya-EFT by ORGANIZATION for authorization, ORGANIZATION specifically warrants and

represents that: (a) ORGANIZATION, nor any of its employees have submitted ACH Debits/Credits drawn from their personal ACH Debiting accounts on the ORGANIZATION'S ACH Debit/Credit software; (b) ORGANIZATION uses only the name and address shown on the front of the Agreement on all its sales drafts; (c) ORGANIZATION has not submitted duplicates of any transaction; (d) ORGANIZATION warrants that ACH Debit/Credit banking information on the printed receipt is correct; and (e) no transaction submitted for authorization to Paya-EFT is with or through an entity other than ORGANIZATION.

11. **ACH DEBITS FOR WHICH ORGANIZATION WILL NOT BE FUNDED ON UNDER ACH DEBIT GUARANTEE.** In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, Paya-EFT shall have no obligation to reimburse Organization for ACH Debits/Credits that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the ACH Debit; (b) Fraudulent, whether ORGANIZATION, its employees or agents are involved, either as principal or as an accessory, in the issuance; (c) Accepted by organization or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Paya-EFT; (d) Lost, stolen, altered or counterfeit, and Paya-EFT has reason to believe that ORGANIZATION failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted ACH Debit/Credit or ACH Debit, whether or not the previous Electronic check or ACH Debit/Credit was authorized by Company or, any ACH Debit/Credit upon which Organization has accepted full or partial payment; (f) One of multiple electronic checks or ACH Debits/Credits presented to Organization in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by organization or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) ACH Debits/Credits for which Organization returns cash back to the customer, unless Organization is approved in writing by Paya-EFT for such cash-back transactions; (j) ACH Debits/Credits for which Paya-EFT previously denied authorization; (k) ACH Debits/Credits not in compliance with this agreement and not processed in accordance with the ACH Debit/Credit processing provisions of this Agreement. (l) Incorrect Routing and Account Number data entry; (m) unable to locate account or invalid account number returns or unauthorized corporate account returns. In addition, before processing the ACH Debit/Credit and as a condition to honoring the ACH Debit, ORGANIZATION shall obtain sufficient personal information to locate the person presenting the ACH Debit/Credit including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a post office box, and the customer's valid, unexpired driver's license number or non-driver identification number together with the state of issuance, and the last four digits of customer's social security number or year of birth in YYYY format. ORGANIZATION shall ensure that this identifying information is legibly printed on the ACH Debit/Credit Payment Agreement form; (n) ACH Debit/Credit Payment Agreement form must contain a current phone number of customer; (o) ACH Debit/Credit Payment Agreement form must contain the customer's drivers license number; (p) Paya-EFT must receive the completed ACH Debit/Credit Payment Agreement form within 48 hours of Paya-EFT's request; (o) ORGANIZATION'S failure to input into the Virtual Terminal the correct routing number and/or account number will result in ORGANIZATION'S loss of guarantee.

Checks-By-Phone Schedule

This Schedule is only applicable to processing telephone-initiated transactions utilizing the end-customer's Checking account data. Paya-EFT products and associated software specifically designed for such transactions will be utilized by Organization, and such software will either be hosted and maintained by Paya-EFT on Paya-EFT equipment, or alternatively, provided directly to Organization for installation on Organization equipment. In all cases where Paya-EFT hosts the software for Organization, the various terms and conditions referenced below regarding disclosure, transaction and processing requirements, and all other requirements imposed by either regulatory agency, law, Paya-EFT, or otherwise shall have full force and effect, however, in instances where the Paya-EFT hosted software already complies with Organization requirements, the Organization shall be relieved of certain of these responsibilities. Organization agrees not to change, modify, or alter such software or product in any way. Upon ORGANIZATION'S request and Paya-EFT's approval, check guarantee services (hereinafter referred to as "Checks-By-Phone Guarantee" service) will also be provided pursuant to provisions below. If ORGANIZATION has not requested Checks-By-Phone Guarantee service, or if Paya-EFT has not accepted the Application for Checks-By-Phone Guarantee service, Paya-EFT will not be liable in any way for any returned checks of ORGANIZATION or its customers, for any reason.

- CHECKS-BY-PHONE NON-GUARANTEE.** This program offers no guarantee for checks that are returned unpaid on CUSTOMER'S account. Organization may utilize the Paya-EFT Checks-By-Phone Gateway or an approved method of electronic file transmission to use the Checks-By-Phone Non-Guarantee program. Organization must submit a file for testing purposes prior to using the Checks-By-Phone Service if Organization utilizes electronic file transmission. Organizations who utilize electronic file transmission will not receive the benefit of pre-verification services to determine if the CUSTOMER'S account or driver's license is flagged by the national negative database for unpaid items and may result in higher returns or chargebacks to ORGANIZATION'S account.
- ACH COLLECTION.** ORGANIZATION authorizes Paya-EFT to represent all return items forwarded to Paya-EFT. Paya-EFT shall have sixty (60) days from the date of receipt of return ACH transaction item to complete their representment process. If this Agreement is terminated for any reason, Paya-EFT will retain the right to complete their electronic representment process for all return ACH Transaction items forwarded to Paya-EFT prior to said termination.
- REQUIREMENTS FOR PROCESSING CHECKS-BY-PHONE.** ORGANIZATION shall comply with the following conditions when processing electronic checks and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established by Paya-EFT from time to time. CUSTOMER will provide check information via recorded oral telephone authorization or by completing written ACH authorization form. ORGANIZATION is not authorized to process checks through this service if CUSTOMER does not have a pre-existing relationship with ORGANIZATION and ORGANIZATION initiated the call. A pre-existing relationship is established if the CUSTOMER has purchased goods/services from the ORGANIZATION within the last two years or if there is a written agreement in place between the organization and the consumer for provision of goods or services (i.e. a service contract). ORGANIZATION shall accept only the following sources to initiate ACH debit entries through Paya-EFT; (a) All demand deposit accounts must be drawn on or payable through a federally insured depository financial institution; be machine-readable MICR-encoded with the bank routing number and account number, and be for an amount less than \$1,000.00 unless otherwise authorized by Paya-EFT. (b) ORGANIZATION shall obtain proper identification in the form of a valid driver's license number from each customer (c) ORGANIZATION shall obtain a customer authorization in the form of a signed written ACH authorization form or by recorded oral ACH authorization for each transaction submitted for electronic processing; (d) ORGANIZATION shall authorize each ACH transaction through the Paya-EFT Checks-By-Phone Gateway-based system to initiate electronic processing or through approved file transmission. (e) All items, goods and services purchased in a single transaction shall be included in the total amount on a single ACH authorization form or recorded oral authorization; Once Paya-EFT authorizes the transaction, if ORGANIZATION utilizes written ACH authorization form, ORGANIZATION shall ensure that the customer that presented the electronic check signs the ACH authorization form or has provided recorded oral authorization. To be valid, ORGANIZATION shall ensure that the ACH Authorization form or recorded oral ACH Authorization contains the correct customer bank routing, account, and check numbers from the MICR data; ORGANIZATION'S correct name and telephone number; the date of the transaction; the total cash price of the sale (including all applicable state, federal or local surcharges and taxes) or the amount to be charged if a partial payment is made in cash or by credit card or the amount to be charged as the remaining balance owing after the deposit has been made; Customer's personal information including but not limited to CUSTOMER'S full name, address, telephone number, driver's license state and number, last four of social security number or date of birth in YYYY format; disclosure statement that CUSTOMER understands he/she is authorizing ORGANIZATION to process an ACH debit entry to the CUSTOMER'S account and that if the ACH debit entry is returned unpaid; (f) After customer signs the ACH Authorization form or clearly agrees via Recorded Oral Authorization, ORGANIZATION shall deliver to the person presenting the ACH transaction a true and completed copy of the sales receipt via email, facsimile, or sales receipt must be included with product shipment and provide the consumer with a phone number for inquiries and method by which customer's authorization may be revoked; (g) No ACH authorization form or recorded oral ACH authorization may be altered after Paya-EFT authorizes acceptance of the ACH transaction. ORGANIZATION may not resubmit an ACH transaction electronically or deposit the original source document by any means, once Paya-EFT authorizes a transaction; (h) ORGANIZATION'S failure to input the correct routing number or account number into the Checks-By-Phone Gateway will result in ORGANIZATION'S loss of guarantee using the Checks-By-Phone program. Failure to comply with the above requirements will, in addition to other penalties (such as but not limited to loss of guarantee of ALL transactions), subject ORGANIZATION to chargebacks or withholding of funds and may be grounds for immediate suspension/termination of services and indemnification of Paya-EFT by ORGANIZATION pursuant to this Agreement. YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT ACCOUNT HOLDER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A MAXIMUM OF A \$10,000 FINE PER INSTANCE UP TO A \$500,000 MONTHLY FINE, IMPRISONMENT FOR A TERM OF TEN YEARS, OR BOTH. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION EVENT INITIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY YOU AFTER YOU HAVE RECEIVED APPROVAL FOR ELECTRONIC DEPOSIT OF ACH TRANSACTION (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, ORGANIZATION AGREES AND WARRANTS TO HOLD Paya-EFT AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE Paya-EFT FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF ORGANIZATION REFUSES OR IS UNABLE TO REIMBURSE Paya-EFT FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE ORGANIZATION IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND Paya-EFT WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY. FURTHERMORE, Paya-EFT'S CHECKS-BY-PHONE SERVICE IS NOT APPLICABLE FOR TELEMARKETING BUSINESSES (OR THE LIKE) IN WHICH THE PRIMARY FUNCTION OF THE BUSINESS IS OUTBOUND SALES CALLS. UNACCEPTABLE BUSINESSES FOR THIS PROGRAM INCLUDE COLD-CALLING, "BOILER ROOMS", MAIL ORDER MARKETING, CREDIT REPAIR AND/OR CREDIT ESTABLISHMENT OPPORTUNITIES, VACATION AND/OR BENEFIT PACKAGES, AND INVESTMENT OPPORTUNITY OPERATIONS IN WHICH THERE IS NO PREEXISTING RELATIONSHIP BETWEEN THE ORGANIZATION AND THE CONSUMER WHEREBY ORGANIZATION IS ENGAGING PRIMARILY IN OUTBOUND CALL AND/OR OUTBOUND MAIL ACTIVITY TO INITIATE A CHECKS-BY-PHONE TRANSACTION. IF ORGANIZATION VIOLATES THIS AGREEMENT BY PARTICIPATING IN SUCH BUSINESS PRACTICES, Paya-EFT SHALL IMMEDIATELY HOLD ALL ORGANIZATION'S FUNDS, CANCEL THIS AGREEMENT, DEBIT ORGANIZATION'S ACCOUNT FOR ALL RETURNS, AND TAKE OTHER LEGAL ACTION AS DEEMED NECESSARY BY Paya-EFT'S LEGAL COUNSEL, THE FEDERAL TRADE COMMISSION, THE UNITED STATES POSTMASTER GENERAL, AND/OR NACHA (National Automated ClearingHouse).
- CUSTOMER'S AUTHORIZATION INITIATES DEBIT ENTRY.** ORGANIZATION acknowledges that the customer's authorization allows ORGANIZATION to instruct Paya-EFT to initiate an ELECTRONIC ACH TRANSACTION DEBIT ENTRY ("ENTRY") for ORGANIZATION against customer. It further permits Paya-EFT to reinitiate an ENTRY where the original ENTRY is returned. Paya-EFT shall be entitled to multiple re-presentments and to assess a transaction fee as set forth in the schedule against ORGANIZATION for each re-presentment. If an electronic check is returned unpaid after each re-presentment, Paya-EFT shall be entitled to debit the ORGANIZATION'S account for the amount of the electronic check.
- RESTRICTIONS ON ACCEPTANCE OF ELECTRONIC CHECKS FOR ELECTRONIC PROCESSING.** From time to time, Paya-EFT shall establish necessary security and identification procedures for presentation of checks for electronic processing pursuant to the Rules and applicable law. ORGANIZATION agrees to comply with such procedures and to accept such "properly presented" checks for electronic processing. Paya-EFT shall establish minimum and maximum amount limitations on electronic checks presented for electronic processing by ORGANIZATION. ORGANIZATION shall not accept or attempt to process electronic checks below the minimum or in excess of the maximum limitations established by Paya-EFT. In no event will Paya-EFT accept an electronic Checks-By-Phone greater than \$1,000.00 for processing without prior written authorization by Paya-EFT. Paya-EFT shall also establish the number of electronic checks that may be submitted on a daily basis by any customer for electronic processing. ORGANIZATION agrees to provide Paya-EFT with any and all information needed to establish such limitations. ORGANIZATION further agrees to inform Paya-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. ORGANIZATION further agrees to abide by these limitations as a condition for Paya-EFT to electronically process any checks. Customer must initiate the transaction and complete the ACH authorization form or recorded oral authorization.
- UNACCEPTABLE TRANSACTIONS.** In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing. ORGANIZATION agrees not to submit any of the following transactions to Paya-EFT for electronic processing: (a) ORGANIZATION shall not electronically process any electronic checks drawn on any depository institution that is not federally insured or part of the ACH network, (b) ORGANIZATION shall not electronically process any electronic checks drawn on the business or personal checking account of ORGANIZATION or any of its agents or employees, (c) ORGANIZATION shall not accept any third party items for electronic processing or electronic checks for "cash" or "cash back", (d) ORGANIZATION shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to ORGANIZATION, arising from the dishonor of a check, a dishonor of an electronic ACH transaction or arising from a credit card, debit card or smart card dispute with the ORGANIZATION, (e) ORGANIZATION shall not submit a transaction for processing which represents an attempt to collect a chargeback, (f) ORGANIZATION shall not submit an electronic check for goods or services that are not provided to the customer, including any electronic ACH transaction given for a service contract, gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (g) ORGANIZATION shall not submit an electronic check which is altered by the Organization in any way (h) ORGANIZATION shall not knowingly submit a check

- on an account on which Paya-EFT previously denied authorization. ORGANIZATION'S submission of any of the above transactions for electronic processing may subject the ORGANIZATION to immediate suspension or termination and all funds of ORGANIZATION, including those in ORGANIZATION'S account, may be placed on hold or charged back to organization. 3.5 SURCHARGES AND TAXES. ORGANIZATION shall not impose any illegal surcharge on any processed electronic checks. ORGANIZATION shall collect all required taxes at time of sale. All required taxes must be included in the total transaction amount at the time such is submitted for authorization by Paya-EFT and must be reflected in the face amount of the electronic check. In any event, ORGANIZATION shall not collect any required taxes separately in cash, or otherwise. ORGANIZATION is responsible for paying all taxes collected to the appropriate authorities in a timely manner.
7. SOFTWARE. ORGANIZATION shall utilize electronic check software provided by Paya-EFT for processing all electronic check transactions. (a) ORGANIZATION is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the software. (b) ORGANIZATION shall maintain all equipment necessarily related to electronic check processing, including necessary file servers, computer and telecommunications equipment in good working order at ORGANIZATION'S sole expense. (c) ORGANIZATION shall advise Paya-EFT immediately in the event of breakdown of related equipment, electronic check software problems or of any other system failure. (d) ORGANIZATION acknowledges that Paya-EFT is not responsible for any related computer and telecommunications equipment used by the Organization. In this regard, Paya-EFT shall not be responsible for any unauthorized tampering or altering to equipment and software specifically installed by Paya-EFT on the part the Organization or Organization's agent. Additionally, Paya-EFT's approval of such equipment does not constitute an express or implied warranty, representation or endorsement of such equipment.
 8. USE OF EQUIPMENT. ORGANIZATION agrees to utilize only equipment approved by Paya-EFT for the electronic processing of Checks-By-Phone transactions and in a format and medium of transmission acceptable to Paya-EFT.
 9. DAILY SETTLEMENT OF TRANSACTIONS. "Batch out" shall mean that ORGANIZATION totals and settles all of the transactions by midnight (12:00 am) of the day Paya-EFT authorizes the sale and transmits the information contained in the batch out to Paya-EFT. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by Paya-EFT. If ORGANIZATION account is Checks-By-Phone Guarantee then electronic checks contained in an untimely batch out are not covered under the GUARANTEE program. If so requested by Paya-EFT, the signed written ACH Authorization Form or Recorded Oral Telephone Authorization must be sent out and received at Paya-EFT's designated location within 48 hours from the request date. Failure to do so will remove Paya-EFT's obligations under the Guarantee program for such electronic checks at Paya-EFT's sole discretion. ORGANIZATION acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at Paya-EFT's sole discretion. Paya-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with daily processing of electronic checks. Paya-EFT also reserves the right to move monies into an account of its choosing to hold it against returns to those monies and providing to the organization a net deposit after a period of time acceptable to Paya-EFT.
 10. PROVISIONAL SETTLEMENTS. ORGANIZATION acknowledges that all settlements between Paya-EFT and ORGANIZATION are provisional and are subject to the customer's rights to dispute the charges against the customer's account. In submitting electronic checks to Paya-EFT, ORGANIZATION endorses and assigns to Paya-EFT all right, title and interest to such electronic checks with rights of endorsement. ORGANIZATION acknowledges that Paya-EFT has the right to receive payment on all electronically processed checks acquired and ORGANIZATION will not attempt to collect on any such transactions. If any payment is tendered to ORGANIZATION, ORGANIZATION will notify Paya-EFT by telephone of the payment, endorse the check, and sign it over to Paya-EFT and immediately mail the payment to Paya-EFT by certified mail. If customer pays cash, ORGANIZATION shall reimburse Paya-EFT by ORGANIZATION'S check.
 11. AUTHORIZATION RETRIEVAL REQUESTS. Whereby a financial institution, regulatory or law enforcement agency, or similar authority has demanded from Paya-EFT proof of valid consumer authorization, in accordance with NACHA Rules, Organization shall provide said proof of authorization to Paya-EFT within (10) business days. In the event that Organization cannot provide the appropriate consumer authorization, and Paya-EFT suffers a penalty enforced by NACHA, Paya-EFT shall have the right to offset such penalty and charge Organization a minimum of (\$1000 per instance and up to a maximum of \$100,000 per month until the problem is resolved.
 12. ELECTRONIC CHECK PROCESSING. Paya-EFT shall not be responsible for the payment of any Checks-By-Phone of ORGANIZATION that Paya-EFT has not received for processing from ORGANIZATION within twenty-four hours of the initial transaction date of said Electronic check(s). ORGANIZATION shall be required to submit all documentation related to the transactions to Paya-EFT at Paya-EFT's request. ORGANIZATION shall make its books and records available to Paya-EFT.
 13. ELECTRONIC CHECKS FOR WHICH ORGANIZATION WILL NOT BE REIMBURSED UNDER CHECKS-BY-PHONE GUARANTEE. In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, Paya-EFT shall have no obligation to reimburse ORGANIZATION for ACH transactions that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the original source document or electronic check; (b) Fraudulent, whether ORGANIZATION, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by ORGANIZATION or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Paya-EFT; (d) Lost, stolen, altered or counterfeit, and Paya-EFT has reason to believe that ORGANIZATION failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the check was authorized by Company or, any check upon which ORGANIZATION has accepted full or partial payment; (f) One of multiple checks presented to ORGANIZATION in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by ORGANIZATION or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) Checks for which ORGANIZATION returns cash back to the customer, unless ORGANIZATION is approved in writing by Paya-EFT for such cash back; (j) Checks for which Paya-EFT previously denied authorization; (k) Not in compliance with this Agreement and not processed in accordance with the ACH transaction processing provisions of this Agreement; (l) Incorrect Routing and Account Number data entry; (m) unable to locate account or invalid account number returns or unauthorized corporate account returns. In addition, before processing the check and as a condition to honoring the check, ORGANIZATION shall obtain sufficient personal information to locate the person presenting the check, including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a post office box, and the customer's valid, unexpired driver's license number or non-driver identification number together with the state of issuance, and the last four digits of customer's social security number or year of birth in YYYY format. ORGANIZATION shall ensure that this identifying information is legibly printed on the ACH Authorization form or clearly captured on the recorded oral authorization; (n) ACH Authorization form or recorded oral authorization must contain a current phone number of customer; (o) ACH authorization forms or recorded oral authorizations must contain the customer's drivers license number; (p) Paya-EFT must receive the completed ACH Authorization form or recorded oral authorization within 48 hours of Paya-EFT's request; (q) ORGANIZATION'S failure to input into the Checks-By-Phone system the correct routing number or account number will result in ORGANIZATION'S loss of guarantee.
 14. ADDITIONAL ORGANIZATION WARRANTIES. With each transaction presented to Paya-EFT by ORGANIZATION for authorization, ORGANIZATION specifically warrants and represents that: a) ORGANIZATION, nor any of its employees have submitted Electronic checks drawn from their personal or business checking accounts on the ORGANIZATION'S electronic check software; (b) ORGANIZATION uses only the name and address shown on the front of the Agreement on all its sales drafts; (c) ORGANIZATION has not submitted duplicates of any transaction; (d) ORGANIZATION warrants that the Checks-By-Phone banking information on the printed receipt and written or recorded ACH authorization is correct; and (e) no transaction submitted for authorization to Paya-EFT is with or through an entity other than ORGANIZATION.
 15. SETTLEMENT AND CHARGEBACKS. Settlement shall consist of a 7-business-day net settlement period. Chargebacks will be deducted from net settlement or may be debited from ORGANIZATION'S account if no pending credits are available to offset the chargeback.

Checks-By-Web Schedule

These Terms are only applicable to processing web-initiated transactions which are "Web" Entries as defined by the Rules ("Checks-By-Web Service") utilizing the end-customer's Checking account data. ORGANIZATION is required to provide its own Internet payment gateway or utilize a third party Internet payment gateway which must be approved by Paya-EFT in advance. Any Paya-EFT products and associated software specifically designed for such transactions will be utilized by ORGANIZATION when required by Paya-EFT, and such software will either be hosted and maintained by Paya-EFT, or alternatively, provided directly to ORGANIZATION for installation on ORGANIZATION equipment. In all cases where Paya-EFT hosts software for ORGANIZATION, the various terms and conditions referenced below regarding disclosure, transaction and processing requirements and all other requirements imposed by either regulatory agency, law, Paya-EFT, or otherwise shall have full force and effect.

- CHECKS-BY-WEB PROGRAM.** THIS PROGRAM OFFERS NO GUARANTEE FOR ENTRIES THAT ARE RETURNED UNPAID AND ORGANIZATION SHALL BE LIABLE FOR 100% OF ALL LOSSES ARISING FROM RETURNED ENTRIES. ORGANIZATION must utilize a Paya-EFT-approved payment gateway, software, and approved method of electronic file transmission to use the Checks-By-Web program. ORGANIZATION must submit a file for testing purposes prior to using the Checks-By-Web Service if ORGANIZATION utilizes electronic file transmission. ORGANIZATIONS who utilize electronic file transmission will not receive the benefit of any pre-verification services to determine if the CUSTOMER'S account or driver's license is flagged by the national negative database for unpaid items, which may result in higher returns or chargebacks to ORGANIZATION'S account. Refer to Software Requirements section. Paya-EFT functions solely as the processor and assumes no liability in the performance of ORGANIZATION'S payment gateway or other related hardware/software. Paya-EFT may, at its option provide certain pre-verification services prior to processing an Entry; such services are at Paya-EFT's discretion and shall in no way create a guarantee from Paya-EFT or obligation on Paya-EFT's part to verify the consumer identity and validity of a submitted Entry.
- ACH COLLECTION.** ORGANIZATION authorizes Paya-EFT to re-present all return items forwarded to Paya-EFT. Paya-EFT shall have sixty (60) days from the date of receipt of return ACH transaction item to complete its re-presentation process. If this Agreement is terminated for any reason, Paya-EFT will retain the right to complete the electronic re-presentation process for all return ACH Transaction items forwarded to Paya-EFT prior to termination.
- UNACCEPTABLE TRANSACTIONS.** In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing. ORGANIZATION agrees not to submit any of the following transactions to Paya-EFT for electronic processing: (a) ORGANIZATION shall not electronically process any electronic checks drawn on any depository institution that is not federally insured or part of the ACH network, (b) ORGANIZATION shall not electronically process any electronic checks drawn on the business or personal checking account of ORGANIZATION or any of its agents or employees, (c) ORGANIZATION shall not submit an electronic check for goods or services that are not provided to the customer, (d) ORGANIZATION shall not submit an electronic check which is altered by the ORGANIZATION in any way. ORGANIZATION'S submission of any of the above transactions for electronic processing may subject the ORGANIZATION to immediate suspension or termination, and all funds of ORGANIZATION, including those in ORGANIZATION'S account, may be placed on hold or charged back to ORGANIZATION.
- SOFTWARE.** ORGANIZATION shall utilize a payment gateway (shopping cart) that Paya-EFT has previously authorized for processing all electronic check transactions. (a) ORGANIZATION is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the payment gateway and/or any related software costs/expenses. (b) ORGANIZATION shall maintain all hardware/software necessary for electronic check processing, including necessary file servers, payment gateway, and computer telecommunications equipment in good working order at ORGANIZATION'S sole expense. (c) ORGANIZATION shall advise Paya-EFT immediately in the event of a security breach or breakdown of related equipment, electronic check software problems, and/or any other system failure. (d) ORGANIZATION acknowledges that Paya-EFT is not responsible for any related Internet or computer and telecommunications equipment used by the ORGANIZATION. ORGANIZATION also acknowledges that Paya-EFT solely functions as the processor and assumes no liability in the performance of ORGANIZATION'S payment gateway. In this regard, Paya-EFT shall not be responsible for any unauthorized tampering or altering to software specifically installed by Paya-EFT on the part the ORGANIZATION or ORGANIZATION'S agent. Paya-EFT's approval of equipment and/or software, including without limitation payment gateway software, does not constitute an express or implied warranty, representation or endorsement of such equipment and ORGANIZATION accepts responsibility for selection and compliance with the Rules of such equipment and/or software. In the event of a security breach of ORGANIZATION'S records or payment gateway, ORGANIZATION is required to notify Paya-EFT immediately of such a breach, and to provide as much information as may be required to allow Paya-EFT to act accordingly to protect Paya-EFT's legal rights and responsibilities. ORGANIZATION further agrees to immediately remove and properly dispose of Paya-EFT's previous version releases of any related software and to utilize the most current software version releases upon receipt of such from Paya-EFT. In the event of termination, ORGANIZATION shall immediately and unconditionally remove all software related to Paya-EFT services at ORGANIZATION'S expense.
- DATA RETENTION; VERIFICATION AND SECURITY REQUIREMENTS.** Organization agrees to complete all transactions in accordance with the provisions of this Agreement, the Rules and such rules of operation as may be established by Paya-EFT from time to time. Organization shall retain data on file adequate to permit remaking of Entries for seven (7) banking days following the date of their transmittal by Paya-EFT as provided herein, and shall provide such data to Paya-EFT upon its request. ORGANIZATION shall retain all records related to authorization, including all sales and credit receipts and authorizations for a period of no less than two years following the date of the transaction or no less than two years following ORGANIZATION'S receipt of a customer's payment authorization revocation. Organization represents and warrants that it shall ensure that the financial information it receives is protected by security practices and procedures that include (i) physical security to protect against theft, tampering or damage, (ii) personnel and access controls to protect against unauthorized access and use, (iii) network security to ensure secure capture, storage and distribution, (iv) at least 128-bit RC4 encryption technology, (v) commercially reasonable fraud detection systems, (vi) procedures to verify routing numbers and authenticate consumer identity, and procedures to establish credit-worthiness and exposure limits for its customers, and (vii) ORGANIZATION'S payment gateway must clearly notify the customer that they are initiating an ACH debit authorization and ORGANIZATION'S authorized payment gateway shall obtain a customer authorization in the form of an electronically signed ACH authorization or similarly authenticated (unique security code or PIN) in accordance with the Rules that clearly demonstrates the customer's assent to authorization for each transaction submitted for electronic processing. Organizations are required to retain the original authorization or copy of the original authorization in its original form that can be reproduced upon request. NACHA does not accept proof of an authorization as being a listing of the information captured at time of authorization. The following minimum information must be included in the authorization record: consumer IP address of origination, consumer name, consumer address, transaction amount, transaction effective date, consumer e-mail address (optional; industry recommended best practice), website where payment was accepted, signifying whether authorization is for a single or recurring/multiple debits, and debit schedule if recurring/multiple, consumer banking information, statement of how the consumer's identity was authenticated. Additionally, Organization's website must provide the consumer with a phone number for inquiries or authorization revocation. Organization agrees that it shall conduct or have conducted annual audits to ensure that the financial information it obtains from its customers is protected by security practices and procedures that include, at a minimum level, the practices set forth in (i) through (iii), hereinabove. ORGANIZATION or ORGANIZATION'S 3rd party software provider shall cooperate with Paya-EFT to test ORGANIZATION'S Internet payment gateway and for any ongoing support issues. In all cases, CUSTOMER will provide check information via Internet and ORGANIZATION'S payment gateway. Organization must obtain the customer's authorization in accordance with the Rules that clearly demonstrates the customer's assent to authorization prior to initiating the ACH debit. In addition, if customer is providing recurring payment authorization, customer must be notified with the method to revoke its authorization. All items, goods and services purchased in a single transaction shall be included in the total amount on a single ACH authorization receipt and all entries must contain the correct customer bank routing, account, and check numbers, ORGANIZATION'S correct name and telephone number; the date of the transaction, the total cash price of the sale (including all applicable state, federal or local surcharges and taxes) or the amount to be charged if a partial payment is made in cash or by credit card or the amount to be charged as the remaining balance owing after the deposit has been made, Customer's personal information including but not limited to CUSTOMER'S full name, address, telephone number, driver's license state and number, and a disclosure statement that CUSTOMER understands he/she is authorizing ORGANIZATION to process an ACH debit entry to the CUSTOMER'S account. After customer authenticates the entry, ORGANIZATION'S payment gateway must prompt the consumer to print the authorization and to retain a copy and no transaction may be altered after Paya-EFT authorizes acceptance of the ACH transaction. ORGANIZATION may not resubmit the transaction electronically or deposit the original source document by any means, once Paya-EFT authorizes a transaction. Failure to comply with the above requirements will, in addition to other penalties, subject ORGANIZATION to chargebacks or withholding of funds and may be grounds for immediate suspension/termination of services. ORGANIZATION ACKNOWLEDGES AND UNDERSTANDS THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT ACCOUNT HOLDER'S EXPRESSED AUTHORITY. ORGANIZATION HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A MAXIMUM OF A \$10,000 FINE PER INSTANCE UP TO A \$500,000 MONTHLY FINE, IMPRISONMENT FOR A TERM OF TEN YEARS, OR BOTH. IT IS SPECIFICALLY UNDERSTOOD BY ORGANIZATION THAT ANY TRANSACTION EVENT INITIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY ORGANIZATION AFTER ORGANIZATION HAS RECEIVED APPROVAL FOR ELECTRONIC DEPOSIT OF ACH TRANSACTION (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, ORGANIZATION AGREES AND WARRANTS TO HOLD Paya-EFT AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE Paya-EFT FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF ORGANIZATION REFUSES OR IS UNABLE TO REIMBURSE Paya-EFT FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE ORGANIZATION IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND Paya-EFT WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY.
- CUSTOMER'S AUTHORIZATION INITIATES DEBIT ENTRY.** ORGANIZATION acknowledges that the customer's authorization allows ORGANIZATION to instruct Paya-EFT to initiate an ELECTRONIC ACH TRANSACTION DEBIT ENTRY ("ENTRY") for ORGANIZATION against customer. It further permits Paya-EFT to reinitiate an ENTRY where the original ENTRY is returned. Paya-EFT shall be entitled to multiple re-presentments and to assess a transaction fee as set forth on the Application against ORGANIZATION for

each re-presentation. If an electronic check is returned unpaid after each re-presentation, Paya-EFT shall be entitled to debit the ORGANIZATION'S account for the amount of the electronic check.

7. **RESTRICTIONS ON ACCEPTANCE OF ELECTRONIC CHECKS FOR ELECTRONIC PROCESSING.** From time to time, Paya-EFT shall establish necessary security and identification procedures for presentation of checks for electronic processing pursuant to the Rules and applicable law. ORGANIZATION agrees to comply with such procedures and to accept such "properly presented" checks for electronic processing. Paya-EFT may establish minimum and maximum amount limitations on electronic checks presented for electronic processing by ORGANIZATION And ORGANIZATION shall not accept or attempt to process electronic checks in excess of the maximum limitations established by Paya-EFT. In no event will Paya-EFT accept or will ORGANIZATION attempt to process an electronic Checks-By-Web greater than: (i) \$2,500 for ORGANIZATIONS that have been identified as "Existing Relationship" (i.e. Bill Payment) Clients on the Application and (ii) \$500 for all other ORGANIZATIONS unless otherwise approved in writing by Paya-EFT. Paya-EFT shall also establish the number of electronic checks that may be submitted on a daily basis by any customer for electronic processing. ORGANIZATION agrees to provide Paya-EFT with any and all information needed to establish such limitations. ORGANIZATION further agrees to inform Paya-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. ORGANIZATION further agrees to abide by these limitations as a condition for Paya-EFT to electronically process any checks.
8. **AUTHORIZATION RETRIEVAL REQUESTS.** Whereby a financial institution, regulatory or law enforcement agency, or similar authority has demanded from Paya-EFT proof of valid consumer authorization, in accordance with NACHA Rules, ORGANIZATION shall provide said proof of authorization to Paya-EFT within (2) business days. In the event that ORGANIZATION cannot provide the appropriate consumer authorization, and Paya-EFT suffers a penalty enforced by NACHA, Paya-EFT shall have the right to offset such penalty and charge ORGANIZATION a minimum of (\$1000 per instance and up to a maximum of \$100,000 per month until the problem is resolved.
9. **DAILY SETTLEMENT OF TRANSACTIONS.** "Batch out" shall mean that ORGANIZATION transmits all of the transactions to Paya-EFT by midnight (12:00 am) on the day Paya-EFT authorizes the sale. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by Paya-EFT. If so requested by Paya-EFT, all documentation related to the customer's Internet ACH Authorization, including but not limited to customer's telephone number and billing and shipping address, must be faxed and received by Paya-EFT within 48 hours from the request date. ORGANIZATION acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at Paya-EFT's sole discretion. Paya-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with daily processing of electronic checks. Paya-EFT may, in its sole discretion and to insure against, place a hold on funds due to ORGANIZATION in settlement of transactions in order to insure against potential losses. Paya-EFT will then provide a net deposit to ORGANIZATION after a period of time acceptable to Paya-EFT (usually 90 days from transaction processing date). In addition, ORGANIZATION understands that a failure to batch out will delay funds being deposited into ORGANIZATIONS' account.
10. **ELECTRONIC CHECK PROCESSING.** Paya-EFT shall not be responsible for the settlement of any Checks-By-Web for which Paya-EFT has not received transactions Entries from ORGANIZATION for processing within twenty-four hours of the initial transaction date of the transaction. ORGANIZATION shall be required to submit all documentation related to the transactions to Paya-EFT at Paya-EFT's request. ORGANIZATION shall make its books and records available to Paya-EFT in order to verify compliance with this agreement and in order to verify any information in an Entry.
11. **ELECTRONIC CHECKS FOR WHICH ORGANIZATION WILL NOT BE FUNDED FOR UNDER CHECKS-BY-WEB.** In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, Paya-EFT shall have no obligation to reimburse ORGANIZATION for ACH transactions that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the original source document or electronic check; (b) Fraudulent, whether ORGANIZATION, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by ORGANIZATION or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Paya-EFT; (d) Lost, stolen, altered or counterfeit, and Paya-EFT has reason to believe that ORGANIZATION failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the check was authorized by Company or, any check upon which ORGANIZATION has accepted full or partial payment; (f) One of multiple checks presented to ORGANIZATION in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by ORGANIZATION or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) Checks for which Paya-EFT previously denied authorization; (j) Not in compliance with this Agreement and not processed in accordance with the ACH transaction processing provisions of this Agreement; (k) Incorrect Routing and Account Number data Entry; (l) Unable to locate account or invalid account number returns or unauthorized corporate account returns.
12. **PROVISIONAL SETTLEMENTS.** ORGANIZATION acknowledges that all settlements between Paya-EFT and ORGANIZATION are provisional and are subject to the customer's rights to dispute the charges against the customer's account.
13. **ADDITIONAL ORGANIZATION REPRESENTATIONS AND WARRANTIES.** ORGANIZATION also represents and warrants that: (i) the description of type and nature of ORGANIZATION'S business in the Application is complete and accurate and will remain so during the term of this Agreement the Application has been signed by a principle of ORGANIZATION and that if there is a change in control of ORGANIZATION that ORGANIZATION will not submit Entries under this Agreement without Paya-EFT's prior written consent; (ii) in the event of a security breach of ORGANIZATION'S records or payment gateway, ORGANIZATION will notify Paya-EFT immediately of such a breach and to provide as much information as may be required to allow Paya-EFT to act accordingly to protect Paya-EFT's legal rights and responsibilities and those of consumers affected by the breach; (iii) ORGANIZATION has not submitted Electronic checks drawn from its personal or business checking accounts on the ORGANIZATION'S electronic check payment gateway; (iv) ORGANIZATION has used only the name and address contained in the Application on all its sales drafts; (v) ORGANIZATION has not submitted duplicates of any transaction; and (v) the banking information submitted to Paya-EFT for processing has not been altered by ORGANIZATION.

ACH CERTIFICATION & AGREEMENT

By signing below, the Organization named: (1) certifies to Paya that it is authorized to execute and deliver this Agreement on behalf of the Organization; (2) and the person executing on behalf of the Organization is authorized to do so; (3) certifies that all information and documents submitted in connection with this Agreement are true and complete; (4) authorizes Paya to verify any of the information given, including credit references, and to obtain credit reports on the Organization; (5) acknowledges and agree that the Checks-By-Phone, Checks-By-Web, and ACH Debit/Credit services ("Services") provided pursuant to this Agreement are provided by Paya EFT, Inc. ("Paya-EFT"); (6) has read, agrees to, and acknowledges receipt of the Terms and Conditions, presented above and incorporated herein by reference. The Terms and Conditions and the Payment Acceptance Application constitute the entire Agreement by and between Organization and Paya-EFT separate and distinct from any other services offered in connection with the Paya-EFT Services; (7) agrees that Organization is responsible for the acts, omissions and obligations of any unit or division receiving services hereunder; (8) certifies that each such unit or division has the same Tax Identification Number as the Organization; (9) agrees that Organization and each transaction submitted to Paya will be bound by the Agreement in its entirety; and (10) agrees that Organization will submit transactions to Paya only in accordance with the information in the Payment Acceptance Application and will immediately inform Paya, in writing at the address above if any information in the Payment Acceptance Application changes.

Organization Name			
Authorized Officer (1)			
Signature	Printed Name	Title	Date
Authorized Officer (2)			
Signature	Printed Name	Title	Date

OFFICIAL PAYA USE ONLY

Authorized Paya Signature X	Printed Name	Title	Dated
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Not valid unless approved and signed by authorized officer of Paya EFT, Inc.