

SELLER TERMS AND CONDITIONS

BY SINGING THE COMMERCIAL TERMS (AS DEFINED BELOW IN SECTION 2) YOU HEREBY AGREE TO THESE SELLER TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). FOR CLARITY, COLLECTIVELY THE "TERMS AND CONDITIONS" AND "COMMERCIAL TERMS" SHALL BE REFERRED TO AS THE "AGREEMENT", AS UPDATED FROM TIME TO TIME.

THESE TERM AND CONDITIONS GOVERN YOUR USE OF THE SERVICES (AS DEFINED IN THE COMMERCIAL TERMS),

1. **DEFINITIONS.** The definitions shall be as defined in Appendix A attached hereto.

2. **COMMERCIAL TERMS.** The Parties shall execute commercial terms for each engagement of Services, which shall be dated and numbered sequentially to facilitate identification ("Commercial Terms"). When fully executed, each Commercial Terms shall constitute an addendum to the Agreement (defined above), each of which is hereby incorporated herein by reference. In the event of any conflict between the provisions of these Terms and Conditions and any Commercial Terms, the provisions of the Commercial Terms shall govern. Changes to any Commercial Terms shall become effective only upon a fully executed written amendment.

3. **TERM AND TERMINATION**

3.1 **Term.** This Agreement shall commence in accordance with the initial Commercial Terms and continue until (i) this Agreement and/or each Commercial Terms is terminated and/or (ii) the Term of an Commercial Terms expires.

3.2 **Termination.** The Agreement may be terminated as follows:

- (a) By Verifi, upon written notice to Seller in any of the instances outlined in the Commercial Terms;
- (b) By either Party upon thirty (30) days advance written notice prior to the end of the Term or Additional Term (as applicable and defined in the Commercial Terms);
- (c) By either Party in the event of breach of the terms of this Agreement, provided that the non-breaching Party provides written notice, and at least five (5) calendar days to cure the breach to the reasonable satisfaction of the non-breaching Party;
- (d) By Verifi, in the case of a Threatening Condition with notice by e-mail or telephone of the Threatening Condition, upon receipt of which Seller agrees to exercise best efforts to cure said Threatening Condition. If in the reasonable and good faith determination of Verifi, the Threatening Condition poses an imminent or actual threat to Verifi, Seller agrees to suspend any and all activity on the affected Seller Account(s) until such threat is cured; provided Verifi may deactivate the affected Seller account(s) until the threat is cured if Seller does not suspend such activity. In any event, Verifi may terminate this Agreement if the Threatening Condition remains uncured more than ten (10) calendar days after Seller is notified of the Threatening Condition;
- (e) By either Party, if the other Party becomes insolvent is placed in a receivership, an assignment is made for the benefit of creditors, upon notice advising of either Party's inability to pay its debts, or if a petition is filed against either Party under any provision of the U.S. Bankruptcy Code.

Notwithstanding the foregoing, (i) if a breach is not cured to Verifi's reasonable satisfaction within the specified time-period, Verifi may immediately suspend or terminate this Agreement without further notice; and (ii) Seller shall continue to be responsible for all Fees through the termination effective date as confirmed in writing by Verifi.

3.3 **Effect of Termination.** In the event Seller attempts to terminate this Agreement prior to the end of the Term in breach of the Agreement, or if Seller breaches the Agreement pursuant to Section 4.2(c) and fails to cure same, Seller will pay to Verifi, the greater of either (i) the average Fees accrued by Seller for the prior three (3) months of the Agreement, multiplied by the months remaining in the then-current term or (ii) multiplied by the Monthly Minimum. Payment of the foregoing (if any) shall be due within ten (10) days of such termination.

4. **CHANGES AND LICENSE RESTRICTIONS.**

4.1 **Changes.** Verifi reserves the right, in its sole and absolute discretion, to amend, modify or change its Service offerings, whether by way of limiting or enhancing the products and/or Fees. Seller acknowledges and agrees that in no instance will Verifi be held accountable or liable to Seller in the event of any such changes.

4.2 **License Restrictions.** As a condition of Seller's license as set forth in an applicable Commercial Terms, Seller shall not (nor shall allow or enable any third party to): (a) provide any rights hereunder to any Services to any Affiliate without Verifi's prior written consent; (b) decompile, disassemble, or otherwise reverse engineer Services or Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of Services or Third Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable open source software license); (c) distribute, sell, sublicense, rent, lease or use Services, Third Party Code (or any portion thereof) for time sharing, hosting, service provider or like purposes; (d) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in Services, or Third Party Code; (e) modify any part of the Services, Third Party Code, create a derivative work of any part of the Services, Third Party Code, or incorporate the Services, or Third Party Code into or with other software, except to the extent expressly authorized in writing by Verifi or as permitted by an applicable open source software license; (f) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Services; (g) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by Verifi in connection with the Services, or use the Services together with any authorization code, serial number, or other copy protection device not supplied by Verifi; (h) use the Services to develop a product which is competitive with any Verifi product offerings; (i) assert, nor will Seller authorize, assist or encourage any third-party to assert, against Verifi or any of its

customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim with respect to the Services used hereunder.

5. DISCLAIMER/LIMITATION OF LIABILITY.

5.1 Disclaimer of Warranties. THIS SECTION IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, THE SERVICES INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE, AND ALL SERVICES ARE PROVIDED "AS IS". VERIFI DOES NOT MAKE ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

5.2 Limitation of Remedies. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR COSTS OF COVER OF ANY KIND RELATING TO THE SERVICES PLATFORM, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL NOT APPLY TO YOUR BREACH OF SECTION 5 "CHANGES AND LICENSE RESTRICTIONS" OR SELLER'S INDEMNIFICATION OBLIGATIONS.

Notwithstanding the foregoing, the cumulative aggregate liability of Verifi shall not exceed the actual aggregate amount of compensation and Fees paid to and received by Verifi for the prior six (6) months of this Agreement.

6. INDEMNIFICATION.

6.1 Seller Indemnification. Seller agrees to indemnify, defend, and hold harmless Verifi, its Affiliates, and their officers, directors, employees and agents from, and against any and all liability, claims, losses, damages, injuries, expenses, attorneys' fees, costs or otherwise ("Claims"), directly or indirectly arising from Seller's breach of this Agreement, or Seller's negligence, willful misconduct, or fraud.

6.2 Indemnification Notice. Verifi shall provide to Seller (a) prompt written notice of any such Claims, (b) sole control of the defense and settlement of any such Claims (provided that Seller shall not settle any Claim that requires Verifi to admit liability or pay money without Verifi's prior written consent), and (c) reasonable assistance in connection with the defense and settlement of such Claims. The failure to provide prompt written notice will not relieve Seller of its indemnification obligations under this Section 7 to the extent it is prejudiced by such failure. Verifi may participate in the defense or settlement of any such Claim at Verifi's expense, with counsel of its choice.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES. Each Party agrees, represents, warrants and covenants as follows:

(a) Each Party is a corporation, limited liability company, partnership or other entity validly existing and in good standing under the laws of the US State or country where formed;

(b) Each Party has full authority and power to be a Party to this Agreement and to perform its obligations hereunder;

(c) Each Party's performance of this Agreement will not violate any applicable law or regulation or any agreement to which it is bound as of the date hereof, including, without limitation the Visa Rules, and/or any merchant processor agreement;

(d) Each Party shall at all times during the Term, remain in compliance with (i) all Applicable Laws in the jurisdictions in which it does business, including but not limited to privacy laws; and (ii) to the extent applicable, with PCI-DSS requirements.

(e) If applicable to the Commercial Terms, each Party represents and warrants that any Personal Data submitted to a Party through the Services, or during, or in connection with the Services, has not been collected, stored, and transferred in violation of any Applicable Law, regulation, or contractual obligation applicable. Each Party shall have sole responsibility for the accuracy, quality, and legality of the Personal Data and the means by which Personal Data is acquired

Further, Seller agrees, represents, warrants, and covenants as follows:

(f) Seller understands and agrees: (i) that it has not and will not in connection with the activities contemplated by this Agreement and/or any other business transactions involving Verifi, make any payment or transfer of value which has the purpose of effect of (A) public or commercial bribery; (B) acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business; or (C) otherwise obtaining an improper advantage for Verifi or its Affiliates or Seller; and (ii) that it has in place appropriate internal controls to ensure compliance with this paragraph. Seller shall not undertake any action that may cause Seller or Verifi to be in violation of any applicable anti-corruption law or regulation.

8. LOGO USAGE. Verifi shall have the right, subject to Seller's prior written consent, to display Seller's name, trademark and/or logo on its website and other related publicity, including but not limited to marketing materials and press releases.

9. CONFIDENTIALITY.

9.1 Confidential Information. The Parties may wish to disclose certain proprietary, ("Confidential Information") as used herein mean any and all data and information relating to the business of the disclosing Party and/or its Affiliates (Disclosing Party) which is disclosed to the other Party and/or its Affiliates (Receiving Party) pursuant to this Agreement, including but not limited to information relating to business operations (including Consumers, suppliers, equipment, services of employees, financial information or methods of operation), know-how, trade secrets, technical and economic data, computer programs, systems documentation, interfaces, requirements, specifications, database tables, dictionaries and designs, functional descriptions, interface control

documents, system implementation plans, user and maintenance guides, screen and file formats, Web page designs, procedures, formulas, improvements, ideas, copyrights or publications of a confidential nature pertaining to the Disclosing Party, its products and services or its Consumers to the other Party on a confidential basis. Verifi Confidential Information includes any information disclosed by Verifi relating to its and its Affiliates' products, services, and, if applicable, payment network ("Verifi Products & Services"). Confidential Information may be communicated orally, in writing, by electronic or magnetic media, or by visual observation. Any Confidential Information that is disclosed between the Parties in accordance with the terms of this Agreement shall be used only in furtherance of the purposes of this Agreement and shall not be disclosed to anyone outside of the Receiving Party's organization. Confidential Information shall remain confidential unless the information is: (a) Now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) Rightfully known by the Receiving Party prior to the time of receiving such information from the Disclosing Party; (c) Hereafter rightfully furnished to the Receiving Party by a third party without, to the best knowledge of the Receiving Party, any breach of any confidentiality obligation to the other Party; (d) Independently developed by the Receiving Party without any breach of this Agreement; or (e) Required to be disclosed by the Receiving Party by judicial or government action, provided, the Receiving Party complies with the terms of Section 10.5. Solely as between each other, Verifi and its Affiliates will not have any confidentiality obligations with respect to any information provided by Seller to Verifi and its Affiliates regarding the Verifi Products & Services. If Seller or any of its Affiliates make or provide any error reports, evaluation, suggestions for improvements or modifications, or other information regarding Verifi Products & Services, Verifi and its Affiliates may use and otherwise exploit the foregoing without any restriction or obligation. Confidential Information may include but is not limited to information: (i) disclosed to the Disclosing Party by a third party which the Disclosing Party is obligated to treat as confidential; or (ii) which is Confidential Information of an affiliate of the Disclosing Party. The terms and conditions of this Agreement shall be treated as Confidential Information.

9.2 Disclosure of Confidential Information. The Receiving Party may use the Disclosing Party's Confidential Information only in furtherance of this Agreement. The Receiving Party shall use reasonable care and discretion to prevent disclosure, publication, or dissemination of the Disclosing Party's Confidential Information. Disclosure by the Receiving Party of Confidential Information may be made only to officers, directors, general partners, employees, agents, financial advisors or lawyers (collectively, "Representatives") of the Receiving Party who have a reason to know or have access to such information and have obligated themselves to hold such Confidential Information in trust and confidence or otherwise to comply with the terms herein. For avoidance of doubt, except as expressly specified in the applicable Commercial Terms, no right or license is granted to Seller with respect to any cardholder information or Verifi Products and Services or any intellectual property rights with respect thereto.

The Receiving Party may use and otherwise exploit, for its own internal purposes, any general ideas, concepts, and know-how retained in the unaided human memory of its Representatives (i.e., without intentional memorization nor reference to written or electronic information), provided that this shall not be construed as permitting the disclosure of the Receiving Party's Confidential Information nor providing any right or license under the Disclosing Party's copyrights and patents (including with respect to any cardholder information or other information provided by Verifi or its Affiliates regarding Verifi Products & Services).

9.3 Disposal of Confidential Information upon Termination. Upon termination of this Agreement, and within ten (10) calendar days following the receipt of a written request from the Disclosing Party, the Receiving Party will: (i) deliver to the Disclosing Party all tangible materials containing or embodying the Confidential Information received from the Disclosing Party; (ii) destroy or put in escrow for the benefit of Disclosing Party at Receiving Party's discretion, all documents, memoranda, analyses, notes and other writings (including electronic versions thereof) pertaining to the Confidential Information prepared by the Receiving Party or its Representatives; or (iii) deliver to the Disclosing Party a certificate executed by an authorized officer of the Receiving Party certifying that all such materials in the Receiving Party's possession or control have been either delivered to the Disclosing Party or destroyed or escrowed as required by this provision; provided however that in the instance of Verifi, it may retain Confidential Information associated with the Services in accordance with its then-current data retention policies and will abide by the terms of this Section 10 for so long as such information is maintained.

9.4 Injunction for Breach of Confidentiality. Each Party acknowledges and agrees that in the event of any breach of this provision of this Agreement by the other Party, the Disclosing Party will suffer irreparable harm and injury and no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each Party hereby agrees that in any such event the Disclosing Party shall be entitled, in addition to all other potential rights and remedies available to it, immediate injunctive relief as may be granted by a court of competent jurisdiction. The Parties agree that unless otherwise required by law, no bond shall be required to be posted in such instances.

9.5 Disclosure Required by Law. If either Party, or its Representatives, are requested or required by law, statute or otherwise to disclose any Confidential Information covered herein, Receiving Party will provide Disclosing Party with prompt written notice, and shall reasonably cooperate with Disclosing Party (at no cost to Receiving Party), so that Disclosing Party may in its absolute discretion seek an appropriate protective order or waive compliance with the provisions of this Agreement or both. If, absent the entry of a protective order or the receipt of a waiver under this Agreement, Receiving Party or its Representatives is, upon the advice of its legal counsel, legally compelled to disclose Information of Disclosing Party, Receiving Party may disclose such Confidential Information to the least extent required, without liability under this Agreement.

10. DATA PRIVACY REQUIREMENTS. Seller shall make the appropriate disclosures, obtain consents, and provide access, choices, and other applicable rights to its customers with regard to Personal Data as are required under Applicable Laws. The Parties acknowledge and agree that the Verifi Data Protection Agreement available at <https://www.verifi.com/sellerdpa> ("Seller DPA") shall govern the applicable data processing occurring hereunder.

11. SECURITY. In the event of a security breach that relates to the Services, the Parties shall, subject to applicable law, cooperate with each other in good faith regarding the timing and manner of (a) any required notification to their respective customers, potential customers, employees and/or agents concerning the breach, and (b) disclosures to appropriate governmental entities, and as otherwise set forth in the Seller DPA.

12. MAINTENANCE WINDOW. Verifi performs routine maintenance of its systems and will use commercially reasonable efforts to notify Seller of any related and anticipated interruptions to the Service(s).

13. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to the principles of conflicts of law. Jurisdiction and venue for any action, arising out of or in relation to this Agreement shall be solely and exclusively in the County of Los Angeles, State of California and Seller consents to in personam jurisdiction therein. Any dispute, controversy, or claim arising out of or relating to this Agreement, including the formation, interpretation, enforceability, performance, breach, termination, or validity thereof, and including, without limitation, this arbitration clause, must be solely and finally settled by confidential arbitration in Los Angeles, California, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures to the extent they are not inconsistent with this Agreement, which rules are deemed to be incorporated by reference in this section. Any claim shall be arbitrated on an individual basis only. The parties are prohibited from arbitrating any claim as a representative or member of a class. The arbitration shall be conducted in English and be before three (3) arbitrators. A final award rendered in connection with arbitration pursuant to this section shall be binding upon the parties, and if fully satisfied within 30 days of being issued, no party may seek to confirm the final award. If a final award is not fully satisfied within thirty (30) days, then a party may apply to have judgment upon such an award entered and enforced in any court of competent jurisdiction. No provision of this subsection limits the right of a party to this Agreement to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. The provisions of this Agreement shall be deemed to be the result of arms' length negotiations between and among the Parties and their respective counsel and it shall not be construed strictly for or against any Party.

14. FORCE MAJEURE. Neither Party shall be liable hereunder by reason of any delay or failure in the performance of its obligations if such delay arises out of causes beyond its control, including but not limited to, acts of God or of the public enemy, fires, floods, pandemic, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, war, governmental action, labor conditions, and acts or omissions of subcontractors or third parties ("Force Majeure Event"). The Party prevented from performing its obligations or duties because of a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event but in no case, later than ten (10) days from the Force Majeure Event and shall provide the other Party, from time to time, with its best estimate of the duration of such Force Majeure Event and, if applicable, with notice of the termination thereof.

15. SEVERABILITY. Should any provision or term of this Agreement be declared or rendered invalid, illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, which shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. In such instances, the Parties shall in good faith, renegotiate such provisions to effectuate as closely as possible the language and intent of the invalid provision. The remaining provisions shall nevertheless remain in full force and effect in all other circumstances.

16. WAIVER. Waiver of any breach of this Agreement by either Party shall not be considered a waiver of any other subsequent breach.

17. RELATIONSHIP OF THE PARTIES. The Parties acknowledge that this Agreement shall not create a relationship of partnership, agency, servant, joint venture, or otherwise and the Parties agree that at no time will they represent same.

18. NOTICES. All notices or other communications hereunder shall be in writing, delivered by: (i) email with confirmation of receipt; (ii) by courier; or (iii) by overnight mail. Notice shall be deemed given when verifiably delivered to each Party at the address specified on page 1 of this Agreement (Verifi Email: legal@verifi.com), or such other address as may be subsequently specified in a written notice from time to time.

19. ATTORNEYS' FEES. In the event of any legal or equitable action, whether by way of enforcement of a judgment or otherwise, which arises from or relates to this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

20. ASSIGNMENT. Seller shall not assign this Agreement or any of Seller's rights and/or obligations hereunder to any third party without the prior written consent of Verifi and any attempt to assign this Agreement without such prior written consent shall be deemed null and void. Solely in the event of an assignment pursuant to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of any such successors and assigns of Seller.

21. SURVIVAL. Except as otherwise set forth in the Agreement, Seller's payment obligations, and Sections 3.3, 4, 5, 8, 9, 14-20 and 23-25 shall survive termination or expiration of this Agreement.

22. COUNTERPARTS. This Agreement may be executed (by original, email, or telecopy signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument without regard to delivery methods of this Agreement.

23. ENTIRE AGREEMENT. This Agreement, including Appendices, and Commercial Terms, shall contain the entire Agreement between the Parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the Parties respecting the subject matter hereof, including any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Seller and Verifi respecting the subject matter hereof. This Agreement may only be amended by an agreement, in writing, executed by the Parties hereto.

24. FURTHER ASSURANCES. Seller shall cause its Representatives to comply with Seller's obligations under this Agreement, as if their activities were by Seller. Seller is fully responsible for any breach of the terms of this Agreement by any of its Representatives and any breach of the terms of this Agreement by Seller's Representatives will be considered a breach by Seller.

APPENDIX "A"

DEFINITIONS. As used in the Agreement, the terms listed below shall have the following meanings ascribed to them:

ACH shall mean and refer to the "Automated Clearing House" and is an electronic payment network which exchanges funds via electronic funds transfer.

Accepted shall mean and refer to an RDR Case, automatically refunded (in accordance with the RDR rules configured by Seller) to the Consumer by the acquirer-initiated funds reversal process.

Acquirer BIN shall mean and refer to the unique Bank Identification Number which identifies the institution under contract with the Seller to enable the Seller to process card transactions.

Adjusted Lookup shall mean and refer to requests that are categorized based on data attributes available on the request and received within 365 days from the date of the original Transaction referenced by the request.

Affiliates shall mean, as to any entity, any other entity that controls, is controlled by, or is under common control with the initial entity. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such third party, whether through the ownership of voting securities or by contract or otherwise, as of the Effective Date. For clarity, no rights to Services will be granted to any Seller Affiliates, without Verifi's prior written consent. For the avoidance of doubt, Visa International Service Association is an Affiliate of Verifi.

Applicable Laws shall mean and refer to laws and regulations that are directly applicable to a Party, including but not limited to the following: (i) the General Data Protection Regulation (Regulation (EU) 2016/679); (ii) any applicable US privacy law that enhances privacy rights and consumer protection for residents of a particular US state; (iii) any applicable member state law with respect to Personal Data; (iv) any applicable export laws and regulations, including but not limited to the Export Administration Act of 1979, as amended, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Industry and Security and any successor legislation; (v) any regulation administered by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations, the Council of the European Union and the individual Governments of Member States of the European Union; and (vi) any anti-bribery and anti-money laundering laws and regulations.

Approved Transaction shall mean and refer to any Transaction that is processed pursuant to the terms of this Agreement and for the benefit of Seller.

Authorization shall mean and refer to an inquiry with the Consumer's Payment Brand to confirm available credit and reserve a portion of the Consumer's available funds for a Transaction.

Association means any of the companies or associations which provide for the branding and issuance of credit and/or debit cards, including without limitation, VISA, MasterCard, Discover, and American Express.

Card Acceptor ID (CAID) shall mean and refer to the unique identifier assigned by the Acquirer to identify the merchant account.

Card Network shall mean and refer to Visa, MasterCard, American Express, Discover, ACH, prepaid debit cards or any other association comprised of issuers that provide a Payment Brand(s) (defined below) that is accepted by a Seller.

Case(s) shall mean and refer to an action by a Consumer disputing a transaction that qualifies under CDRN and RDR. As applicable, this includes Accepted, Resolved, Declined, and cancelled Cases.

CDRN shall mean and refer to Verifi's patented Cardholder Dispute Resolution Network, which enables a participating Seller to resolve Consumer billing disputes directly with an issuer, before the dispute is escalated via the Dispute process through an Association.

CDRN Case Fee shall mean and refer to the amount paid by Seller per CDRN Case and listed in the applicable Commercial Terms.

CDRN Zero Defect Guarantee To the extent that Cases are Resolved in a timely fashion, as set forth in an applicable Commercial Terms, and the Case subsequently becomes a Dispute, provided that Seller submits proof of said Dispute(s) to Verifi, Seller will be credited the CDRN fee associated with said Dispute. The foregoing shall be contingent upon Seller providing valid proof of a Dispute and any such data must be submitted within thirty (30) days of receipt of the Dispute by Seller).

Compelling Evidence Deflection Fee (aka CE Deflection Fee) shall mean and refer to the amount paid by Seller per CE Deflection as listed in the applicable Commercial Terms.

Compelling Evidence Deflection Fee Credit shall mean and refer to a CE Deflection Fee invoiced to Seller, and then subsequently reversed after an exception review initiated by the Issuer.

Consumer shall mean and refer to an individual or entity that presents a Payment Brand to purchase goods or services from the Seller and submits a Payment Brand (defined below) to facilitate said payment.

Decline shall mean and refer to (i) Sellers' action in CDRN of declining to resolve a Dispute via CDRN, no credit or refund is issued, and the CDRN Case will most likely result in a Dispute; **or, as applicable**, (ii) a RDR Case which is not refunded, as a result of the rules set by the Seller.

Digital Inquiry shall mean and refer to a Lookup that originates from a Participating Issuers mobile or online application.

Disclosing Party shall have the meaning as is set forth in Section 10.1 "Confidential Information".

Dispute shall mean and refer to a disputed settled Transaction that has been returned to the Seller by the Merchant Processor, in correspondence with a Consumer dispute, and in accordance with the Visa Rules as defined below.

Intellectual Property Rights means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, or other intellectual property rights that are in each case protected under the laws of any governmental authority having jurisdiction.

Issuer shall mean and refer to a issuing bank that offers card association branded payment cards directly to consumers, such as credit cards, debit cards, contactless devices such as key fobs as well as prepaid cards.

Member Bank shall mean and refer to any member of the Card Associations that provides merchant services to a Seller.

Merchant Account shall mean and refer is a type of bank account that allows businesses to accept payments in multiple ways, typically debit or credit cards. A merchant account is established under an agreement between an acceptor and a merchant acquiring bank for the settlement of payment card transactions. In some cases a payment processor, independent sales organization (ISO), or member service provider (MSP) is also a party to the merchant agreement. Whether a Seller enters into a merchant agreement directly with an acquiring bank or through an aggregator, the agreement contractually binds the Seller to obey the operating regulations established by the card associations.

Merchant Descriptor shall mean and refer to the line of copy that identifies transactions on a Consumer's account activity and statement.

Monthly Minimum Fees shall mean and refer to the total minimum Fees which must be paid by Seller to Verifi for each full calendar month of the applicable Commercial Terms, commencing upon the Effective Date (as defined in the applicable Commercial Terms). The Monthly Minimum Fee shall be deemed satisfied when the total Fees accrued for Service exceed the amount designated in the applicable Commercial Terms.

MID shall mean and refer to a merchant identification number.

Offline Transaction Fee shall mean and refer to the Fees associated with each Transaction which is Authorized and Captured by the Merchant Processor and provided to Verifi in its defined file format so that Verifi may provide the Services.

Payment Brand shall mean and refer to the type of payment submitted by a Consumer for services, products or otherwise, including, but not limited to, Visa, MasterCard, American Express, Discover, PayPal, ACH, "Bill Me Later", or any credit card, charge card, debit card, gift card, loyalty card, prepaid card or other alternative method accepted as payment by Seller.

Participating Issuer shall mean and refer to a financial institution that issues a debit and credit card to a Consumer and that is also under contract with Verifi to participate in the Services.

Participating Seller shall mean and refer to the legal business entity that utilizes the Verifi Services through the legal agreement with the Seller.

Payment Card Industry (PCI) shall mean and refer to the segment of the financial industry that governs the use of all electronic forms of payment.

Personal Data has the meaning given in the applicable data protection law, pursuant to Applicable Law.

Processing shall mean and refer to the actioning of Accept, Decline, Resolve or Cancel a Case.

Platform (i) shall mean Verifi's software services, which includes the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services.

Qualified Transaction Data shall mean and refer to the data elements (i.e. User ID; IP Address; Shipping Address; Device ID; Device Fingerprint) which are provided via Order Insight to satisfy the requirement for Compelling Evidence.

RDR shall mean and refer to Rapid Dispute Resolution which allows Participating Sellers to process non-fraud pre-disputes and confirmed fraud pre-disputes thereby avoiding a Dispute.

RDR Case Fee shall mean and refer to amount paid by Seller per RDR Case and listed in the applicable Commercial Terms.

RDR Zero Defect Guarantee. To the extent a RDR Case has been Accepted during pre-dispute processing and becomes a Dispute or the Participating Issuer recalls the pre-dispute after initial submission and processing, the RDR Case will be eligible for credit of the associated RDR Case Fee. The credit will be contingent upon Seller providing valid proof of a Dispute and any such data must be submitted to Verifi within thirty (30) days of receipt of the Dispute by Seller.

Receiving Party shall have the meaning as is set forth in Section 10.1 "Confidential Information".

Refund shall mean and refer to reversing a previously settled Sale. Refunds may be equal to or less than the amount settled on the original Transaction. Multiple refunds may be submitted for a given Transaction so long as the total Refund does not exceed the initial Sale or capture Transaction balance.

Representatives shall have the meaning as is set forth in Section 10.2 "Disclosure of Confidential Information".

Service(s) shall mean and refer to any and all Verifi services, including but not limited to future products or services developed by Verifi and/or its Affiliates.

Third Party Code shall mean and refer to the Verifi's products which may contain or be provided with components which are licensed to third parties.

Third-Party Integrator shall mean and refer to Verifi approved third-party platforms.

Threatening Condition. Seller's conduct including, without limitation, transmitting harmful, inaccurate or incomplete data to Verifi, poses a threat to Verifi's systems, services, equipment, processes (including but not limited to the Visa Rules), or Intellectual Property.

Transaction shall mean and refer to the sale of goods or services, for any of Seller's products for which the Consumer issues payment through the use of a Payment Brand which is then presented to a Member Bank for processing and collection. Transaction also pertains to non-sale events, such as voids, declines, credits and refunds.

U.S. Bankruptcy Code Tax implications of bankruptcy are found in Title 26 of the United States Code.

Visa Rules shall mean and refer to collectively, the (i) Certificate of Incorporation, (ii) Bylaws; and (iii) Visa Core Rules and Visa Product and Service Rules (the "Core Rules") and standards, guides, manuals, interpretations, and other documents with the force of the Core Rules, all as adopted by or published by Visa Inc. and its Affiliates, all as they may be amended from time to time.