

PAYMENT PROCESSING AGREEMENT FOR SUBMERCHANTS

This Payment Processing Agreement for Sub-merchants ("Agreement") is issued in connection with the i3-DBS, LLC dba Data Business Systems ("DBS") User Agreement for www.databusys.com ("User Agreement"), and sets forth the terms and conditions that govern the payment processing services to be provided DBS to its registered sub-merchants ("Sub-merchant"). Such payment processing services are provided by Vantiv, LLC ("Processor"), i3 Verticals, LLC ("Provider") and Fifth Third Bank (as such bank may change from time to time, the "Member Bank") pursuant to a Payment Facilitator Merchant Agreement ("Processor Agreement"). DBS is required enter into this Agreement with its customers, who are "sub-merchants" for purposes of this Agreement and the Processing Agreement. This Agreement constitutes "Additional Terms" as defined in the User Agreement. Sub-merchant has registered to receive the DBS services more fully described at www.databusys.com (the "Website"), in accordance with the User Agreement posted to the Website from time to time. Sub-merchant has submitted an Application for the Services described herein, and by its acceptance of the Application, DBS agrees to provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement to facilitate Sub-merchant's acceptance of credit and debit card payments for goods and services provided to Cardholders. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc ("VISA"), Discover Financial Services, LLC ("Discover"), and Other Networks (defined below) (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. DBS and Sub-merchant agree as follows:

Terms and Conditions

1. **Definitions.** Unless otherwise defined above, all capitalized terms used in this Agreement shall have the meanings given to them herein or in Appendix A attached to this Agreement.
2. **The Services.** DBS is a registered PSP and Payment Facilitator as provided for in the Operating Regulations. Pursuant to the Processing Agreement, DBS has arranged for Processor to acquire, process and settle payment for transactions initiated by Sub-merchant's Payors, by means of Instruction Based Funding. Such acquiring, processing, and settlement shall be made in accordance with the Operating Regulations using the channels set forth in the Account Application, which include: credit/debit card and EFT (electronic funds transfer) payments through the Website, (collectively "Payments"). Subject to processing delays and risk holds, DBS has made arrangements as a Payment Facilitator to cause Payments to be made to Sub-merchant. Processor will periodically transfer Payments to Sub-merchant's Account based upon instructions provided by DBS via Instruction Based Funding, as more fully described in the User Agreement.
3. **Authorization.** Sub-merchant hereby authorizes DBS to facilitate the debiting and crediting of the bank account described in its Application ("Bank Account"), for purposes of depositing Payments to Sub-merchant's Bank Account, debiting from Sub-merchant's Bank Account any chargebacks, refunds, or reversals, and debiting any fees or charges owed to DBS. Sub-merchant agrees keep this bank information up-to-date with DBS at all times. Failure to do so may result in Payments being misdirected, withheld, or returned to its Payors. DBS shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information.
4. **Sub-merchant Responsibilities.**

4.1. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Operating Regulations, the Payment Card Industry Data Security Standards (PCI-DSS), the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks. Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/customers/> and <http://www.mastercard.com/us/Sub-merchant/> and <http://www.discovernetwork.com/customers/>. Sub-merchant will comply with the Card acceptance and website requirements set forth in the Operating Regulations. Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of foreign Assets control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

4.2. Sub-merchant also agrees to execute a direct processing agreement with Processor, in the form provided by Processor, as a supplement to this Agreement, and will provide DBS with a copy of such agreement upon request.

4.3. Sub-merchant will permit DBS to perform risk monitoring functions as required by the Operating Regulations and Rules Summary.

4.4. Sub-merchant will notify DBS immediately of any Payor disputes or other matters that require escalation to Processor and immediately forward any notices received by Sub-merchant concerning a disputed payment transaction.

4.5. Sub-merchant will assure that only sales transactions produced as the direct result of bona fide sales to Payors for such identified products and/or services are completed and delivered to DBS for processing.

4.6. Sub-merchant will not present sales transactions for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

5. **Sub-merchant Prohibitions.** Sub-merchant acknowledges and agrees that the prohibited actions described below (“**Prohibited Actions**”) are actions which may mislead, disadvantage, defraud or damage any, or all of, the following entities; (a) a Payor; (b) the issuing bank; (c) the settlement bank; (d) the Associations; (e) DBS; (f) Processor; or (f) the Member Bank. Sub-merchant agrees that it must take all available steps and precautions to prevent fraud, theft, or misappropriation of Payor data. Sub-merchant agrees that it will not take any of the following Prohibited Actions and it will not permit a third party under its control to take the actions described in Section 4.1 in any situation where it has knowledge of such actions. Sub-merchant is deemed to be responsible for and to control the conduct of its employees, contractors, customers, and representatives.

5.1. **Sale Transactions.** Sub-merchant will not submit any sales transaction to Processor: (a) that adds any surcharge to the transaction, except to the extent authorized by the Operating Regulations or Applicable Law; (b) that adds any tax to the transaction, unless Applicable Law expressly allows for the customer to impose a tax. Any tax amount, if allowed, must be included in the transaction amount and not collected separately; (c) that represents the refinancing or transfer of an existing Payor obligation that is deemed to be uncollectible or arises from the dishonor of a Payor’s personal check or from the acceptance of a Card at a terminal that dispenses scrip; (d) that Sub-merchant knows or should have known to be fraudulent or not authorized by the Payor, or that it knows or should have known to be authorized by a customer colluding with Sub-merchant for a fraudulent purpose; (e) until after the services are performed, and/or Sub-merchant has completed the transaction, unless Sub-merchant has obtained Payor consent for a recurring transaction; (f) where a valid authorization was required but not obtained; (g) where multiple authorizations for amounts less than the total sale amount have been obtained; (h) which results in a disbursement of cash or cash equivalent to a Payor; (i) that establishes a maximum dollar sale transaction amount, except to the extent authorized by the Operating Regulations.

5.2. **Refund Transactions.** Sub-merchant will not submit any refund transaction to Processor: (a) that does not correlate to an original sales transaction from the Cardholder; (b) that exceeds the amount shown as the total on the original sale transaction; (c) more than three (3) business days following either: (i) a regulatory requirement granting a Payor’s right to a refund; or (ii) a non-disputed Payor request.

5.3. **Other Prohibited Activities.** Sub-merchant will not: (a) use any Payor data or other transaction data for any purpose not authorized by this Agreement; (b) disclose any Payor data or other transaction data to any entity except for necessary disclosures to affected Payors, and through Processor to affected Association entities (c) provide to Processor or DBS any inaccurate, incomplete, or misleading information; (d) fail to provide DBS with timely notification of events that have caused or could cause material changes in the Sub-merchant’s ability to fulfill its obligations under this Agreement, including but not limited to (i) adverse changes in Sub-merchant’s financial health; (ii) adverse changes in Sub-merchant’s business conditions or environment; or (iii) actions by governmental or non-governmental agencies; (e) transfer or attempt to transfer its financial liability by asking or requiring Payors to waive their dispute rights; (f) submit transactions on behalf of another entity that the Associations would consider a sub-ISO, Payment Service Provider (PSP), DBS, or other third party payment provider; (g) submit transactions for entities that do not have their principal places of business in the United States.

6. **Parties to the Agreement; Entire Agreement.** This Agreement constitutes the agreement required by the Processing Agreement between DBS, as an Affiliated Payfac under the Processing Agreement, and its sub-merchants. In addition, the Sub-merchant may be required under the Processing Agreement to enter into a direct processing agreement with Processor (“Direct Processing Agreement”) if it processes transactions in excess of a certain dollar amount as required by the Operating Regulations. DBS and Sub-merchant acknowledge and agree that Processor and Member Bank are hereby made parties to this Agreement for that purpose, and each shall have the right to enforce against Sub-merchant all terms and conditions of

this Agreement, and any future amendments or addenda to which they are a party, that are set forth therein. This Agreement and the Direct Processing Agreement, if applicable, shall constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement shall not be superceded or replaced by the Direct Processing Agreement. In the event of a conflict between the terms of this Agreement and the Direct Processing Agreement, the terms of the Direct Processing Agreement shall control.

7. **Investigations.** Sub-merchant will promptly notify DBS in the event Sub-merchant becomes aware of any unusual or suspicious activity regarding its customers and will cooperate with Processor, DBS, Member Bank and the Associations, as applicable, in connection with any investigation of its customers' background or activity.
8. **Reserve Account; Right of Setoff.** DBS reserves the right to require a reserve of funds (the "Reserve Account") in an amount satisfactory to DBS to secure Sub-merchant's obligations to DBS hereunder. Upon notice to Sub-merchant, DBS may make one or more deductions or offsets to any payments otherwise due to Sub-merchant to fund the Reserve Account in an amount satisfactory to DBS based upon a reasonably anticipated risk of loss to DBS. To secure DBS's obligations to Processor, Member Bank and Provider on Sub-merchant's behalf under the Processing Agreement, Sub-merchant grants to Processor, Member Bank and DBS a lien and security interest in and to (i) any such Reserve Account, and (ii) any of Sub-merchant's funds pertaining to the Card transactions contemplated by the Processing Agreement now or hereafter in Processor's or Member Bank's possession, whether now or hereafter due or to become due to Sub-merchant. Such lien granted to Processor and Member Bank may have a higher priority than any lien granted to DBS in and to both (i) and (ii) above. In addition to any rights now or hereafter granted under Applicable Laws and not by way of limitation of any such rights, Processor and Member Bank are hereby authorize by Sub-merchant at any time and from time to time, without notice or demand to Sub-merchant or to any other person (and such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all funds held in a Reserve Account established hereunder and held by DBS against and on account of obligations owed to Processor or Member Bank by DBS on Sub-merchant's behalf, whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. Sub-merchant agrees to duly execute and deliver to Processor or Member Bank, as applicable, such instruments and documents as they may reasonably request to perfect and confirm the lien or security interest set forth in this Agreement. The right of setoff shall be deemed to have been exercised immediately upon the occurrence of default hereunder without any action by DBS or notation in DBS's records, although DBS may enter such set off on its books and records at a later time.
8. **Audits.** At any reasonable time upon reasonable notice to Sub-merchant, Sub-merchant shall allow auditors, including the auditors of DBS, any Association or any third party designated by DBS, Processor or the applicable Association, to review the files held and the procedures followed by Sub-merchant at any or all of Sub-merchant's offices or places of business. Any such audit shall be at DBS's expense, unless it is required by Processor or by an Association. Sub-merchant will assist such auditors as may be necessary for them to complete their audit, and will cooperate where necessary and appropriate. In the event that a third-party audit is requested by an Association, Member Bank or regulatory agency, and/or required by the Operating Regulations or applicable law, DBS may, at its option, and at Sub-merchant's sole expense, either retain a third party to perform the audit, or require that Sub-merchant directly retain a specific third party auditor. If DBS requires that Sub-merchant directly retain the auditor, Sub-merchant shall arrange immediately for such audit to be performed, and will provide DBS and the Associations with a copy of any final audit report.
9. **Representations and Warranties; Authorization.** Sub-merchant hereby represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary appropriate authorizing actions of Sub-merchant; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, partnership or joint venture agreement, law, regulation, order or judgment involving Sub-merchant; that the execution, delivery and performance of the Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which Sub-merchant is bound; that the Agreement is valid and enforceable in accordance with its terms against Sub-merchant as if each Sub-merchant had signed the Agreement; that the fees and charges in the Sub-merchant Agreement shall apply separately and independently to DBS and Sub-merchant; and that Sub-merchant will be bound by any amendments and modifications to the Agreement agreed to by DBS.
10. **Data Security and Privacy.** Sub-merchant represents to DBS that it does not have access to Card information (such as the Cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from DBS. In the event that Sub-merchant receives such Card or other personal information of its tenants in connection with the processing services provided under this Agreement, Sub-merchant agrees that it will not use it for any fraudulent purpose or in violation of any Card Organization Rules, including but not limited to Payment Card Industry Data Security Standards ("PCI DSS") or Applicable Laws. If at any time Sub-merchant believes that tenant personal information has been compromised, Sub-merchant must notify us promptly and assist in providing notification to the proper parties. Sub-

merchant must ensure compliance by itself and any third party service provider utilized by Sub-merchant, with all security standards and guidelines that are applicable to Sub-merchant and published from time to time, including without limitation those published by Visa, MasterCard or any other Card Organization, and including, without limitation, the Visa U.S.A. Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection ("SDP"), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS ("Payment Application Data Security Standards") (collectively, the "Security Guidelines"). DBS will not be responsible for unauthorized use or access to tenant's personal information or financial data by Sub-merchant, sub-merchant's employees, or any other party associated with Sub-merchant, except to the extent such use or access is due to DBS's fault or negligence. If any Card Organization requires an audit of Sub-merchant due to a data security compromise event or suspected event, Sub-merchant agrees to cooperate with such audit. Sub-merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the tenant for which the information was provided to Sub-merchant, or as specifically allowed by Card Organization Rules, Operating Regulations, or as required by law. DBS may use any and all information gathered in the performance of the Services or the operation of the Website in accordance with its Privacy Policy. In addition, sub-merchant agrees that DBS may use such information for any lawful purpose including marketing and deriving statistics regarding its Website and the Services.

11. **Modification of this Agreement or the Services.** DBS may from time to time without prior notice amend or modify this Agreement or the Services and Website, including without limitation a change to the pricing, terms or products offered; provided, however, that DBS will not modify the Services in a manner that would, in its sole discretion, significantly adversely affect Sub-merchant's use thereof, without providing at least ten days' prior notice to DBS of any such modification. Such notice may be made by means of email or a posting on the Website. Sub-merchant's continued use of the Services following notification of any change or amendment to this Agreement or the Services shall be evidence of its consent and agreement to the modification and/or amendment. Posting notice of any modification or amendment on the Website shall be deemed adequate notification.

12. **Fees.** Sub-merchant shall pay the fees as described in and in the amounts set forth in the Application. Tenants of Sub-merchant may be required to pay fees in order to make online Payments, if provided for in the enrollment documentation for the Services as set forth on the Website. Sub-merchant is responsible for disclosing all tenant-paid fees to tenants. If a dispute arises related to non-disclosure of tenant-paid fees, Sub-merchant shall be liable to DBS for the full transaction amount including fees or charges for facilitating the payment of amounts due to Sub-merchant, as DBS may determine in its sole discretion. DBS may grant or deny to tenants the ability to use the DBS Services for any reason in its sole discretion. DBS reserves the right to modify and amend all fees payable for the Services upon ten days' notice to Sub-merchant.

13. **Term and Termination.**

13.1. This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution hereof. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon DBS, on the date DBS accepts this Agreement, and shall continue until either party gives the other at least 30 days written notice of termination.

13.2. Notwithstanding the foregoing, DBS may immediately cease providing Services and/or terminate this Agreement without notice if: (i) Sub-merchant fails to pay any amount to DBS or Processor when due, (ii) DBS has received a request from Processor, Member Bank, or the Associations to terminate this Agreement; (iii) DBS believes that the provision of a service to Sub-merchant may be a violation of the Operating Regulations or any Applicable Laws; (iv) DBS believes that Sub-merchant has violated or is likely to violate the Operating Regulations or Applicable Law; (v) DBS determines that Sub-merchant poses a financial or regulatory risk to DBS or an Association, (vi) the Processing Agreement is terminated for any reason; (vii) any Association deregisters DBS; (viii) Processor or Member Bank ceases to be a member of or to participate in programs affiliated with the Associations that permit them to offer the Services; (ix) DBS fails to have the required licenses or registrations, or is the subject of any regulatory enforcement action in connection with any Applicable Law.

14. **Limitation of Liability; Indemnification.**

14.1. Sub-merchant agrees to notify DBS by a written communication with DBS of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach. Sub-merchant hereby authorizes DBS to assert any such claim against Processor on its behalf, and to take all steps deemed necessary or appropriate in connection with such claim.

14.2. Sub-merchant is liable for all acts, omissions, Payor disputes, and other Payor customer service-related issues. Sub-merchant acknowledges that Processor may refuse to process transactions for it in Processor's reasonable discretion, and Sub-merchant agrees that Sub-merchant, and not DBS, shall be responsible for resolving any issues, problems, or disputes with its customers.

14.3. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, DBS DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUB-MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUB-MERCHANT HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND SUB-MERCHANT HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN. Sub-merchant's sole and exclusive remedy for any and all claims against DBS arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. Neither Processor, Sub-merchant Bank, nor DBS shall be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from a Force Majeure Event. Upon such an occurrence, performance by Processor, Member Bank and DBS shall be excused until the cause for the delay has been removed and Processor, Sub-merchant Bank, and DBS have had a reasonable time to again provide the Services. No cause of action, regardless of form, shall be brought by either party more than 1 year after the cause of action arose, other than one for the nonpayment of fees and amounts due Provide under this Agreement. Any restriction on DBS's liability under this Agreement shall apply in the same manner to Processor and Member Bank.

14.4. Sub-merchant acknowledges and agrees that: (i) Sub-merchant's receipt of Payments are transactions between Sub-merchant and the relevant Payor who is a tenant of Sub-merchant and not with DBS or any of DBS's affiliates; (ii) DBS is a Payment Facilitator for Sub-merchant and is not a party to any transaction; and (iii) funds processed by Processor or its service providers (including any bank service providers) in connection with the processing of Payments are not deposit obligations and are not insured for Sub-merchant's benefit by any governmental agency.

14.5. Sub-merchant shall indemnify, defend, and hold harmless DBS, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by DBS, its directors, officers, employees, affiliates and agents to the extent resulting from or arising out of any actions or failure to act by Sub-merchant in connection with the Services in this Agreement, Sub-merchant's processing activities, the business of Sub-merchant, and their respective customers, any sales transaction acquired by Processor or Member Bank, any noncompliance with the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Associations) by Sub-merchant, DBS, or their respective agents (including any Sub-merchant Supplier), any disputes between Sub-merchant its customers, any Data Incident caused by the action or failure to act by Sub-merchant or Sub-merchant Supplier, any infiltration, hack, breach, or violation of the processing system of Sub-merchant, Sub-merchant Supplier, or any other third party processor or system, or by reason of any breach or nonperformance by Sub-merchant or Sub-merchant Supplier of any provision of this Agreement or the Terms of Use on the part of the Sub-merchant, or its employees, agents, Sub-merchant Suppliers or customers. This indemnification shall survive the termination of this Agreement.

15. **Miscellaneous.** DBS may amend this Agreement upon notice to Sub-merchant in accordance with DBS's standard operating procedures. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Tennessee without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of DBS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, DBS and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provisions will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio banking corporation, located in Cincinnati, Ohio. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to DBS or Sub-merchant.

ATTACHMENT A

PAYMENT PROCESSING

A. Sub-merchant agrees that it will take all steps necessary to assist DBS in complying with its obligations under the Operating Regulations and Applicable Laws related to the settlement of sales transactions, including but not limited to filing of quarterly or other reports required under the Operating Regulations and the payment of assessments, chargebacks and fees in connection with transactions processed under this Agreement.

B. Sub-merchant will establish and maintain its Bank Account with a financial institution to credit the payments and fees Sub-merchant charges its customers. Sub-merchant authorizes Processor and Member Bank to initiate and make transfers to and from the Bank Account to effect the transactions contemplated by this Agreement ("Payments"). Any deficit in the Bank Account owing shall be paid by Sub-merchant into the Bank Account or directly to DBS to cover any deficit. Sub-merchant agrees to reimburse DBS, on demand, for any losses incurred as a result of insufficient funds in the Bank Account. Sub-merchant and DBS will mutually agree upon the provision of reporting and exchange of data as may be required by DBS to monitor and manage the activity relative to the Bank Account including any transfers to and from the Bank Account.

C. During the term of this Agreement and for no less than one year thereafter, Sub-merchant will maintain a positive balance in the Bank Account at all times sufficient to accommodate all funding required by this Agreement. If at any time a deficit balance exists in the Bank Account, DBS shall give Sub-merchant written notice of such deficit and Sub-merchant shall have two (2) business days to cure such deficit and DBS reserves the right to require that Sub-merchant maintain a minimum balance in the Bank Account in an amount to be reasonably determined by DBS. Any fees, interest expenses or other expenses with respect to the Bank Account will be the sole responsibility of Sub-merchant and will be paid directly by Sub-merchant. If Processor or DBS incurs any fees, interest expenses or other expenses with respect to funding any deficit in the Bank Account, such amount shall be reimbursed by Sub-merchant, on demand by DBS, at Processor's standard Cost of Funds rate on Processor's DBS Price Schedule. Alternatively, if DBS has required the establishment of a Reserve Account, DBS may offset such amount against the Reserve Account in accordance with Section 8 of this Agreement.

D. Processor has established a partitioned credit limit for eCheck activity. Processor may limit Sub-merchant's eCheck activity under this Agreement if necessary to maintain such limit. Sub-merchant acknowledges and agrees that DBS may at any time determine to restrict the amount or type of transactions DBS or Processor is willing to accept based on standards established and administered by Processor in its sole discretion. Processor and/or Member Bank may reject any ACH entry ("Entry") which does not comply with the requirements of this Agreement, the NACHA Operating Regulations, Applicable Law or Member Bank's or Processor's requirements and specifications. Sub-merchant has no right to cancel or amend any Entry after its receipt by Processor or Member Bank. Sub-merchant is responsible for payment for an Entry even if the Entry is erroneous or is a duplicate Entry and regardless of whether Sub-merchant was the source of the error or duplicate Entry. Sub-merchant agrees not to initiate any Entry or other transaction in violation of Applicable Law.

E. The terms of this Attachment A do not modify Sub-merchant's due diligence obligations, including, without limitation, Sub-merchant's responsibility to satisfy all applicable anti-money laundering (AML) policies. Sub-merchant will ensure that each customer authorizes Processor to initiate credit and debit ACH entries to the customer's Bank Account.

F. Each time Sub-merchant transmits an Entry to Processor or Member Bank, Sub-merchant represents and warrants to Processor and Member Bank that:

- The Originator has authorized Sub-merchant to transmit Entries to Processor and Member Bank on behalf of Sub-merchant, in a manner that complies with the NACHA Operating Regulations, for processing and transmittal by Processor and Member Bank through the ACH system, which authorization has not been terminated and is in full force and effect, and Sub-merchant has agreed to make payment for any credit Entries originated and for any debit Entries returned by the RDFI;
- Sub-merchant agrees to be bound by the NACHA Operating Regulations and to not initiate transactions in violation of United States law, and agrees to assume the responsibilities and perform the obligations of an Originator under the NACHA Operating Regulations;
- Each Receiver of an Entry has authorized, in a manner that complies with the requirements of the Operating Regulations, Sub-merchant, or an agent of Sub-merchant, to initiate the Entry, and no such authorization has been revoked;
- Sub-merchant has no knowledge of the revocation of the Receiver's authorization or the termination of the agreement between the RDFI and the Receiver concerning the Entry; and
- The Entry accurately reflects the entry data furnished to Sub-merchant and does not violate any agreement between Originator and Sub-merchant.

APPENDIX A

DEFINITIONS

As used in this Agreement, the following terms mean as follows:

“Application” means the application for the Services required by DBS and completed and delivered by Sub-merchant as a prerequisite for participating in the Services.

“Applicable Laws” shall mean all applicable state, federal, and local laws, rules and regulations, including without limitation, the Bank Secrecy Act, the implementing regulations issued by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and the Federal Trade Commission, as well as any and all other federal and state anti-money laundering laws and regulations.

“Bank Account” shall mean the Sub-merchant’s bank account identified in its Application or other documentation provided to DBS to set up the Services.

“Cardholder” shall mean any person authorized to use a Card or the accounts established in connection with a Card.

“Cards” shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other forms of payment accepted by Processor, for which pricing is set forth in the account opening documentation.

“Force Majeure Event” shall mean errors in data provided by Sub-merchant or others, labor disputes, fire, weather or other casualty, power outages, and funding delays, however caused, governmental orders or regulations, or any other cause, whether similar or dissimilar to the foregoing, beyond Processor’s, Member Bank’s, or DBS’s reasonable control.

“Instruction Based Funding” shall mean the process for funding Sub-merchant’s transactions, as more fully described in Attachment A.

“Sub-merchant Supplier” shall mean a third party other than Processor used by Sub-merchant or a DBS in connection with the Services received hereunder, including but not limited to, Sub-merchant’s software providers, equipment providers, and/or third party processors

“Operating Regulations” shall mean the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks, and all other applicable rules, regulations and requirements of Processor, Member Bank, DBSs, banks, institutions, organizations, associations, or networks which govern or affect any services provided under this Agreement, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of DBS, including, but not limited to, those of the National Automated Clearing House Association (“NACHA”) and the Federal Trade Commission (“FTC”), as any or all of the foregoing may be amended and in effect from time to time.

“Other Network” shall mean any funds transfer network, including without limitation the network operated by NACHA, or card association other than VISA, MasterCard, or Discover that is identified in the Price Schedule or any subsequent amendment to this Agreement and in which DBS participates pursuant to the Processing Agreement.

“Payments” shall mean payments initiated by Payors using a Card or by means of ACH transfer.

“Payment Facilitator” shall have the meaning given that term in the Operating Regulations.

“Payment Processing” shall mean the process for funding Sub-merchant’s customer’s sales transactions, as more fully described in Attachment A.

“Payor” shall mean any customer of Sub-merchant who authorizes a payment to Sub-merchant, or who authorizes Sub-merchant to initiate a payment to the credit of Sub-merchant’s account, and for purposes hereof, “Payor” shall include a Cardholder.

“PSP” shall mean Payment Service Provider, as defined in the Operating Regulations.

“Rules Summary” shall mean the Processor’s Bank Card Sub-merchant Rules and Regulations, as amended from time to time, which are at all times consistent with the Operating Regulations.

“Services” shall mean any and all services described in, and provided by DBS to Sub-merchant in support of Sub-merchant’s role as a DBS or PSP, as defined in the Operating Regulations.

“Terms of Use” shall mean the User Terms and Conditions available on DBS’s website and agreed to by Sub-merchant as a condition to the use of the Services.