PAYMENT PROCESSING TERMS AND CONDITIONS

Last Update: March 1, 2024

These Payment Processing Terms and Conditions (these "Terms") govern your access to and use of certain payment processing services offered through [insert Company name here] ("Software Provider").

1. **Services Provided**. Software Provider agrees to provide Customer, and Customer agrees to accept from Software Provider, certain payment processing services (the "Processing Services") to Customer solely for the purpose of collecting receivables (the "Receivables") owed to Customer and other authorized transactions. Customer hereby appoints Software Provider as its agent with regard to the Processing Services. Accordingly, any acceptance of Receivables by Software Provider shall constitute full payment of such amounts to Customer such that the obligations to Customer for the corresponding amounts shall be deemed satisfied.

2. **Credit/Debit Card Processing Permission**. Customer hereby authorizes Software Provider to initiate credit, debit, Automated Clearing House (ACH), PayPal, gift card and other payment transactions for authorized transactions ("Transactions") on Customer's behalf to settle the same utilizing the ACH network or such future network as Software Provider shall utilize. Customer acknowledges and agrees that the Transactions may be processed by one or more third party transaction processors of Software Provider's choosing, which Software Provider may change in its sole discretion from time to time, including the Payment Facilitator defined below (the "Processor").

3. **Demand Deposit Account/ACH Permission**. Customer will establish and maintain one or more demand deposit accounts ("DDA") to facilitate the provision of the Processing Services and the funding of Transactions. Customer will at all times maintain sufficient funds in the DDA to accommodate all Transactions and all chargebacks, returns, adjustments, fees, penalties and other amounts due. Customer must provide at least two (2) business days' advance written notice before changing the DDA, and in such event, the authorization given below will apply to the new account, and Customer will provide Software Provider such information regarding the new DDA as Software Provider deems necessary to effect payments to and from such new DDA. In accordance with the NACHA Operating Rules and the NACHA Operating Guidelines, Customer hereby irrevocably authorizes Software Provider to initiate credit and debit entries to the DDA and to credit and debit the same. The foregoing authorization will remain in effect after termination of these Terms until all of Customer's obligations to Software Provider, and Software Provider's obligations to the Processor with respect to Transactions, have been paid in full. Customer will indemnify and hold harmless Software Provider, Processor, and Payment Facilitator and their respective financial institutions for any action Customer takes against the DDA pursuant or related to these Terms, and Customer will also indemnify and hold harmless the depository institution at which it maintains the DDA for acting in accordance with any instruction from Software Provider, Processor, Payment Facilitator or their respective financial institutions regarding the DDA.

4. **Fees**. Software Provider shall be entitled to the fees set forth in the master agreement between the parties hereto (the "Master Agreement") for each Transaction. For clarity, the applicable fees set forth in the Master Agreement will be charged against all types of payments processed. The

transaction rate(s) and item fee(s) shall apply to all payment transactions including but not limited to ACH transactions, Visa, MasterCard, Discover, American Express, Gift Card and PayPal credit and debit card transactions. Software Provider may adjust fees as card brands adjust interchange fee structures, categories and/or Merchant Category Codes (MCC).

5. **Business Use**.   Customer is using the Processing Services for business purposes only and to facilitate collection of payments arising from lawful business transactions.

6. **Processor and Sponsoring Banks**. Software Provider may share Customer's name, financial data and credit data with the Processor, Payment Facilitator and their respective Sponsoring Bank(s) solely for the purposes of processing transactions under these Terms and to comply with applicable law. Additionally, the Processor, Payment Facilitator and their respective Sponsoring Bank(s) are hereby designated as third party beneficiaries to these Terms. Software Provider may change the Processor, Payment Facilitator or their respective Sponsoring Bank(s) at any time without notice to Customer.

7. **Payment Facilitator Terms of Use**. Customer acknowledges that Software Provider may use a third party payments facilitator in connection with Software Provider's provision of the Processing Services (the "Payment Facilitator"), and some Payment Facilitators require Software Provider to obtain Customer's consent to its terms of use governing its services provided to Customer in connection with the Processing Services. Should this Payment Facilitator be used by Software Provider, Customer agrees to such terms and conditions found on the Payment Facilitator's website at https://stripe.com/legal and https://stripe.com/connect-account/legal, which may be updated from time to time. Should Software Provider use an additional or alternate Payment Facilitator, Software Provider will make Customer aware of any applicable terms and conditions. Customer agrees that Software Provider and Payment Facilitator may share any customer and financial information, including, without limitation, transaction details and business or personal information, with one another solely for the purposes of processing transactions under these Terms and to comply with applicable law.

8. **Refunds**. Customer authorizes Software Provider to initiate refunds for Transactions in accordance with Software Provider's refund policy, as amended from time to time, and to deduct such refunds from Customer's DDA.

9. **Settlement of Transactions**. Customer acknowledges that all settlements between Software Provider and Customer are provisional and are subject to the Customer's right to dispute the charges against the applicable obligor's account. Upon notification of a chargeback or retrieval request, Customer agrees to supply Software Provider with all supporting documentation regarding a specific transaction. Software Provider shall, at its sole discretion, be entitled to debit the Customer's DDA or invoice Customer for the amount of any chargeback or unpaid return. Customer authorizes the depositary institution(s) at which the DDA is held (a) to grant Software Provider, the Processor, and/or the Payment Facilitator any and all information to records regarding the DDA, (b) to hold funds in the DDA in amounts which Software Provider deems sufficient to protect its rights under the Agreement and (c) to immediately comply with any such demand for payment and direction from Software Provider, the Processor, and/or Payment Facilitator.

10. **PCI Compliance.** At all times for the duration of the Term, Customer will comply with the Payment Card Industry Data Security Standard ("PCI DSS") and the payment card brands' rules and regulations, including without limitation (i) providing data security reports as may be required by the credit card issuer; (ii) paying any fines and penalties in the event Customer fails to comply with requirements; and (iii) fully cooperating with, and providing access to, the credit card issuer or credit card brand to conduct a security review of Customer policies and procedures. Customer will at its own expense undergo a PCI DSS compliance audit on no less than an annual basis and provide the results of such audit to Software Provider. If Customer does not employ an approved PCI Compliance program, Software Provider will enroll Customer into Software Provider's PCI program at Customer's expense.

11. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party (in accordance with Section 12). Software Provider shall be entitled to subcontract services relating to this Agreement to subcontractors and Software Provider shall remain liable at all times for all acts and/or omissions of any such subcontractors. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12. **Termination of Terms for Cause.** Customer agrees that if Customer materially breaches any of these Terms or the card organization rules that are applicable to Customer, Software Provider has the right to provide Customer with written notice of its intent to terminate these Terms and cease all payment processing activities covered under these Terms unless Customer remedies its material breach within 30 days of receipt of the notice. Customer further agrees Software Provider may immediately terminate these Terms and exercise all of Software Provider's rights and remedies under applicable law and these Terms if any of the following events occur: (i) a material adverse change in Customer's business or financial condition including bankruptcy or insolvency proceedings commenced by or against Customer; (ii) any sale of all or a substantial portion of Customer's assets, merger, amalgamation, assignment or transfer of Customer or Customer's parent's voting control unless otherwise permitted pursuant to Section 11 herein; (iii) fraud; (iv) irregular card sales, excessive chargebacks or any other circumstances which, in our judgment, may increase Software Provider's risk of loss; (v) any improper use or presentation of the Marks; (vi) Customer's breach or misrepresentation of any of Customer's warranties or representations with respect to these Terms; or (vii) Customer cancels or revokes its authorization for Software Provide to make deposits or initiate withdrawals from Customer's DDA.

13. **DISCLAIMER**. SOFTWARE PROVIDER WILL USE COMMERCIALLY REASONABLE EFFORTS TO PERFORM THE PROCESSING SERVICES IN ACCORDANCE WITH THESE TERMS, AND SOFTWARE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PROCESSING SERVICES. SOFTWARE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE TRANSACTIONS THAT IT SUBMITS TO SOFTWARE PROVIDER WILL BE PROCESSED BY A THIRD-PARTY PROCESSOR, AND THAT SOFTWARE PROVIDER MAKES NO WARRANTIES ABOUT THE SERVICES PROVIDED BY SUCH THIRD-PARTY PROCESSOR. SOFTWARE PROVIDER IS NOT RESPONSIBLE FOR THIRD PARTY PROCESSORS OR THEIR PRODUCTS AND SERVICES. PROVIDER HEREBY DISCLAIMS AND YOU HEREBY DISCHARGE, WAIVE AND RELEASE SOFTWARE PROVIDER FROM ANY CLAIMS, LIABILITIES, AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO YOUR INTERACTIONS WITH SUCH THIRD PARTY PROCESSORS AND THEIR PRODUCTS AND SERVICES.

ADDITIONALLY, THE PROCESSING SERVICES MAY BE INTERRUPTED, DELAYED, REFUSED, OR OTHERWISE LIMITED FOR A VARIETY OF REASONS, INCLUDING INSUFFICIENT COVERAGE, POWER OUTAGES, TERMINATION OF SERVICE AND ACCESS, ENVIRONMENTAL CONDITIONS, INTERFERENCE, NON-PAYMENT OF APPLICABLE FEES AND CHARGES, UNAVAILABILITY OF RADIO FREQUENCY CHANNELS, SYSTEM CAPACITY, UPGRADES, REPAIRS OR RELOCATIONS, AND PRIORITY ACCESS BY EMERGENCY RESPONDERS IN THE EVENT OF A DISASTER OR EMERGENCY (COLLECTIVELY "**SERVICE INTERRUPTIONS**"). YOU UNDERSTAND THAT SERVICE INTERRUPTIONS MAY RESULT IN THE PROCESSING SERVICES BEING UNRELIABLE OR UNAVAILABLE FOR THE DURATION OF THE SERVICE INTERRUPTION. WE CANNOT AND DO NOT GUARANTEE THAT YOU WILL RECEIVE NOTIFICATIONS IN ANY GIVEN TIME OR AT ALL.

14. **Indemnity for Third Party Actions.** To the fullest extent permitted by applicable law, you agreed to indemnify, defend, and hold Software Provider harmless from and against (i) all claims, actions, lawsuits and any other legal action brought by any third party against Software Provider arising from or relating to (a) your access and use of the Processing Services, (b) your violation of the terms, and (c) and violation of any law or the rights of any third party (collectively, "Third Party Actions"), and (ii) any and all losses, damages, settlements, and judgments (including reasonable attorneys' fees and expenses) incurred by Service Provider, or made by Service Provider, relating to or arising from any such Third Party Actions.

15. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SERVICE PROVIDER OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THE PROCESSING SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. SERVICE PROVIDER'S TOTAL MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO PROCESSING SERVICES SHALL BE LIMITED TO TWELVE MONTHS OF FEES PAID BY YOU FOR THE PROCESSING SERVICES. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.

16. **Compliance**. Customer covenants and agrees that it shall conduct its business or operations at all times in compliance with all (a) applicable laws rules, and regulations of the United States and other relevant jurisdictions; (b) standards, bylaws, rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any entity formed to administer and promote ACH, credit, debit and other cards, such as NACHA, MasterCard International, Inc., Visa, Inc., Discover Financial Services, LLC, and any applicable debit networks; and (c) industry standards and rules that govern the payments industry generally, including, without limitation, the Payment Card Industry Data Security Standard (PCI-DSS) and Payment Application Data Security Standard (PA-DSS), that are promulgated by industry authorities. Except for software, systems and payments gateways provided by Software Provider, Processor or Payment Facilitator, Customer is responsible for ensuring all software, systems and payment gateways utilized by Customer are compliant with this section.

17. **Amendment**. Software Provider may periodically update these Terms, and may amend, modify, alter, or terminate all or a portion of the Processing Services to the extent required or necessary to comply with applicable laws or the rules, regulations, or requirements of any payment network or association (e.g. card networks, NACHA, PCI-DSS, etc.) or as otherwise required by the Processor, Payment Facilitator or their respective Sponsoring Bank(s). Unless you notify Software Provider in writing that you object to the terms of the revised Agreement within twenty (20) business days of your receipt of these Terms as so revised, the revised Terms shall govern and control your use of the Processing Services as of the effective date of the revised Terms.