

# **Terms and Conditions USA**

Payrix LLC

## Payrix Terms of Service

The Terms and Conditions described here constitute a legal agreement ("Agreement") between the sole proprietor or business organization listed as the "Merchant" on the application (referred to as "you," "your," "user"), Payrix LLC. ("Payrix"), referred as "we", "our" or "us").

### Section A: Payrix Services

#### 1. Our Role

Payrix Payments helps you accept and process credit card, debit card, charge card (collectively "Cards") from your customers who want to pay you for products or services. Payrix's processing service supports US-issued card and most non-US issued cards with a Visa, MasterCard, Discover, JCB, or American Express logo (collectively "the Card Networks") including credit, debit, pre-paid, or gift cards. Payrix is not a bank or a money services business ("MSB") and Payrix does not offer banking or MSB services as defined by the United States Department of Treasury. In addition, we do not assume any liability for the products or services purchased using Payrix Payments. You will be required to complete an Payrix application form and provide supporting documents as required, prior to utilising Payrix Payments.

#### 2. Payrix Payments

You may be provided access to the Payrix console to help you manage recurring, subscription billing charges, Point of Sale and ecommerce transactions for your products and services. It is your responsibility to obtain your customers' consent to be billed on a recurring basis in compliance with applicable legal requirements and Card Network payment rules. We may provide an API to enable you to use Payrix Payments via third party software. We reserve the right to require you install or update any and all software updates to continue using Payrix Payments.

#### 3. Authorization for Handling of Funds

By accepting this agreement, you authorize us to hold, receive, and disburse funds on your behalf when such funds from your card transactions settle from the Card Networks. Settlement funds will be held in a deposit account at pending disbursement of the funds to you in accordance with the terms of this contract. You agree that you are not entitled to any interest or other compensation associated with the settlement funds held, pending settlement to your designated bank settlement account, that you have no right to direct that deposit account, and that you may not assign any interest in the deposit account. We may periodically make available to you, information in the Payrix management dashboard regarding anticipated settlement amounts received on your behalf from the Card Networks and are being held pending settlement. This settlement information does not constitute a deposit or other obligation of Payrix to you. This settlement information reflected in the Payrix management dashboard is for reporting and informational purposes only, and you are not entitled to, and have no ownership or other rights in settlement funds, until such funds are credited to your designated bank settlement account. Your authorizations set forth herein will remain in full force and effect until your Payrix Account is closed or terminated.

#### 4. Payment Methods

You may only process payments when authorized to do so by your customer. Payrix will only process transactions that have been authorized by the applicable Card Network or card issuer.

You are solely responsible for verifying identity of your customers, ensuring that they have authorized the transaction, and determining their eligibility to purchase your products and services. Payrix does not guarantee or assume any liability for transactions authorized and completed that are later reversed or charged back (see Chargebacks below). You are solely responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. Payrix may add or remove one or more payment types or networks at any time. If we do so we will use reasonable efforts to give you prior notice of the removal.

## 5. Customer Service

We will provide you with customer service to resolve issues relating to your Payrix Account, use of the Payrix Services, and the distribution of funds to your designated bank settlement account. You and you alone, are responsible for providing service to your customers for all issues related to your products and services, including but not limited to issues arising from the processing of customers' cards through Payrix Payments.

## 6. Taxes

It is your responsibility to determine what, if any, taxes apply to the sale of your products and services and/or the payments you receive in connection with your use of Payrix Services ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we may make certain reports to tax authorities regarding transactions that we process and merchants to which we provide card payment services.

Pursuant to the Internal Revenue Code, merchant acquiring entities and third-party settlement organizations are required to file an information return with the IRS for each calendar year, reporting all payment card transactions and third-party network transactions with merchants occurring in that calendar year. You acknowledge that we will report to the Internal Revenue Service the total amount of the payments you receive each calendar year as required by law.

## 7. Your Data Security Obligations

You are fully responsible for the security of data on your site, through your app, or otherwise in your possession. You agree to comply with all applicable state and federal laws and rules in connection with your collection, security and dissemination of any personal, financial, Card, or transaction information (defined as "Payment Data") on your site or through your app. While Payrix helps to make compliance easier, you are solely responsible for compliance with any laws, regulations, or rules applicable to your business. You specifically agree that, at all times, you will be compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable. The steps you will need to take to comply with PCI-DSS and PA-DSS when using Payrix will vary based on your implementation. For more information about implementing Payrix, please refer to our documentation. If we believe it is necessary based on your implementation and request it of you, you will promptly provide us with documentation evidencing your compliance with PCI DSS and/or PA DSS if requested by us. You also agree that you will use only PCI compliant service providers in connection with the storage, or transmission of Payment Data defined as a cardholder's account number, expiration date, and CVV2. You must not store CVV2 data at any time. Information on the PCI DSS can be found on the [PCI Council's website](#). It is your responsibility to comply with these standards.

## 8. Security and Fraud Controls

Payrix is responsible for protecting the security of Payment Data in our possession and will maintain commercially reasonable administrative, technical, and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access and accidental loss or modification. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes. You acknowledge that you provide this personal information regarding you and your customers at your own risk. We recommend you review our Privacy Policy, which will help you understand how we collect, use and safeguard the information you provide to us.

Payrix may provide or suggest security procedures and controls intended to reduce the risk to you of fraud ("Security Controls"). These Security Controls may include processes or applications that are developed by Payrix or by third parties, including but not limited to providing two-factor authentication for logging into your Payrix Account. You agree to review all Security Controls and choose those that are appropriate for your business to protect against unauthorized transactions and, if

necessary, use other procedures and controls not provided by us. Disabling or failing to properly use Security Controls increases your exposure to unauthorized Card transactions. Keep in mind that you are responsible for the use of lost or stolen data that is used to purchase products or services from your business. We are not liable for and do not insure against losses to you or your customers resulting from use of lost or stolen data with Payrix Payments (including but not limited to losses arising from the use of lost or stolen credit cards to make purchases from your site or app, or those caused by a compromise of your login credentials).

## **9. Audit Right**

If we believe that a security breach or compromise of data has occurred, we may require you to have a third-party auditor that is approved by us conduct a security audit of your systems and facilities and issue a report to be provided to us, our banking partners, and the Card Networks.

## **10. Your Privacy**

Privacy and the protection of personal information are very important to us. You acknowledge that you have received, read in full, and agree with the terms of our Privacy Policy, linked to and incorporated into this Agreement by reference, which contains your consent to our collection, use, retention, and disclosure of personal information as well as other matters. The Privacy Policy also explains how and for what purposes we collect, use, retain, disclose, and safeguard the personal information provided to us. You acknowledge that we are required to provide your business name and limited information to financial services providers as part of Payrix Payments. In the event of a default under this Agreement or a misuse of applicable financial networks, we may also report your business name and the name of your principals to the MATCHTM listing maintained by MasterCard and accessed and updated by Visa and American Express or to the Consortium Merchant Negative File maintained by Discover, if applicable, pursuant to the requirements of the Network Rules (as defined below, in Section 14). You specifically consent to the fulfillment of the obligations related to the listing by us or our payment processor and to the listing itself and you waive and hold harmless us or our payment processor from all claims and liabilities you may have as a result of such reporting.

## **11. Privacy of Others**

You represent to Payrix that you are and will continue to be in compliance with all applicable privacy laws. You further represent that you have obtained all necessary rights and consents under applicable law to disclose to Payrix – or allow Payrix to collect, use, retain, and disclose – any data that you provide to us or authorize us to collect, including information that we may collect directly from your end users via cookies or other means. As between you and Payrix, you are solely responsible for disclosing to your customers, as applicable, that you are utilizing Payrix Services and providing customer data to Payrix.

If you receive information about others, including cardholders, through the use of the Payrix Services, you must keep such information confidential and may only use it in connection with the Payrix Services. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the user to do so. You may not disclose card information to any third party, other than in connection with processing a card transaction requested by your customer using Payrix Payments and in a manner consistent with PCI DSS and applicable law.

## 12. Restricted Use

You are required to obey all laws, rules, and regulations applicable to your use of the Payrix Services (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination, or false advertising). In addition to any other requirements or restrictions set forth in this Agreement, you will not use Payrix Payments to:

- I. utilize the credit available on any Card to provide cash advances to cardholders;
- II. submit any transaction for processing that does not arise from your sale of products or services to a buyer customer, or acceptance of a bona fide charitable donation;
- III. act as a payment intermediary or aggregator or otherwise resell our services on behalf of any third party;
- IV. send what you believe to be potentially fraudulent authorizations or fraudulent transaction; or
- V. use Payrix in a manner that Visa, MasterCard, American Express, Discover, or any other Card Network or payment network might reasonably believe to be an abuse of such network or a violation of its applicable rules.

You further agree not to, nor to permit any third party to, do any of the following with the Payrix Services:

- I. access or attempt to access Payrix systems, programs, or data that are not made available for public use;
- II. copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way material from Payrix, Payrix's website, or Payrix Services;
- III. permit any third party to use Payrix Services via a rental, lease, timesharing, service bureau, or other arrangement;
- IV. transfer any rights granted to you under this Agreement;
- V. work around any of the technical limitations, use any tool to enable features or functionalities that are otherwise disabled – or decompile, disassemble, or otherwise reverse engineer – except to the extent that such restriction is expressly prohibited by law;
- VI. perform or attempt to perform any actions that would interfere with the normal operation, or prevent access to or use by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or
- VII. use in a manner that is not expressly permitted in this Agreement

## 13. Suspicion of Unauthorized or Illegal Use

We reserve the right to not authorize or settle any transaction you submit which we believe is in violation of this Agreement, any other Payrix agreement, or exposes you, other Payrix users, financial services providers, or Payrix to harm or unnecessary risk, including but not limited to fraud and other criminal acts. You grant us authorization to share information with law enforcement about you, your transactions, or your Payrix Account if we reasonably suspect that your use of Payrix has been for an unauthorized, illegal, or criminal purpose.

#### 14. Card Network Rules

The Card Networks have established guidelines, bylaws, rules, and regulations ("Network Rules"). You are required to comply with all applicable Network Rules that are applicable to merchants. You can review portions of the Network Rules at [Visa](#), [MasterCard](#), and [American Express](#) ([https://www209.americanexpress.com/merchant/services/en\\_US/merchant-regulations](https://www209.americanexpress.com/merchant/services/en_US/merchant-regulations)). The Card Networks reserve the right to amend the Network Rules. Payrix reserves the right to amend the Agreement at any time with notice to you as necessary to comply with Network Rules or otherwise address changes to the Payrix Services.

In the instance you are accepted as a client of Payrix, for the purposes of Networks Rules, you will be referred to as a sub merchant of Payrix, and as such will be limited in the annual volumes as set out by the Network Rules

#### 15. Disclosures and Notices

You agree that Payrix can provide disclosures and notices regarding the Payrix Services to you by posting such disclosures and notices through the Payrix management dashboard, emailing them to the email address listed in your Payrix Account, mailing them to the address listed in your Payrix Account, or posting them to our website. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. Such disclosures and notices will be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered.

#### 16. References to Our Relationship

You agree that, from the time you begin processing payment with Payrix until you terminate your account with us, we may identify you as a customer of Payrix. Neither you nor we will imply any untrue sponsorship, endorsement or affiliation between you and Payrix.

#### 17. Payrix Integration API Set (IIAS)

IIAS allows third-party platform providers ("Platforms") to help you administer your Payrix Account and provide additional services directly to you or your customers.

To permit Platforms to connect to your Payrix Account, Payrix will be required to undertake an agreement with the platform provider. ("Payrix Partner Agreement")

By connecting Platforms to your Payrix Account you are authorizing Payrix to permit these Platforms to

- I. access your Payrix Account and Payment Data,
- II. create charges and customers in your Payrix Account, and
- III. deduct amounts (for example, fees and charges) from the amount that would otherwise be payable to you from transactions occurring in connection with the Platform ("Platform Fees"). Any Platform Fees will be separately agreed upon by you and the Platform, and will be in addition to Payrix's fees and charges.

Once you have authorized a Platform it will continue to have access to your Payrix Account and be authorized as described in Payrix Partner Agreement until you specifically withdraw your authorization by advising Payrix in writing at least 30 days prior to cessation of your agreement with the platform provider

#### 18. ACH Processing Services

If the ACH Processing Services are a service to be provided under this Agreement, the additional terms and conditions set out in Annexure A to this Agreement will apply.

## Section B: Applying for an Payrix Services

### 19. Payrix Application

The Payrix Services are only made available under this Agreement to persons in the United States that operate a business selling products or services, or to accept donations for a bona fide charitable organization. Payrix Payments may not be used to accept payments for personal, family, or household purposes. To use the Payrix Services, you will first have to complete an application form and provide supporting documentation or agreement to access third party information to verify information provided. When you apply, we will collect basic information including your name, company name, location, email address, tax identification number, and phone number. If you have not already done so, you will also be required to provide an email address for your Payrix Account. You may not apply for another account with Payrix if we have already rejected an account for your business. If you believe your original application was rejected in error, please contact our Support team to review your account.

You may choose to apply as an individual (sole proprietor) or as a business organization. If you apply as a business organization, you must also provide information about an owner or principal of the business and you must be authorized to act on behalf of the business, and must have the authority to bind the business to the Agreement. Keep in mind that you are accepting the terms and conditions of this Agreement on behalf of the business. If you are a sole proprietor, the term "you" will mean you, the natural person, as well as the business organization that you represent.

### 20. Company Descriptions and URL

As part of your application, you must provide the URL for your business and the name under which you do business, which may be the business's legal name or a DBA. These two fields may appear in your customers' credit or debit card statements. To avoid customer confusion and transaction disputes, you must enter a description that clearly identifies your business as well as an accurate URL.

### 21. Verification and Underwriting

To verify your identity, we will require additional information including your business EIN or Tax ID, social security number, and date of birth. We may also ask for additional information to help verify your identity and assess your business risk including business invoices, a driver's license or other government issued identification, or a business license. We may ask you for financial statements. We may request for your permission to do a physical inspection at your place of business and to examine books and records that pertain to your compliance with this Agreement. Your failure to comply with any of these requests within five (5) days may result in suspension or termination of your Payrix Account.

Payrix may use your information to apply for card merchant acquiring accounts on your behalf with certain Networks (such as American Express), and you hereby authorize us to do so. If we or American Express request that you do so, you will also be required to enter into a direct agreement with American Express in addition to this Agreement. In that case, unless you expressly inform us in writing otherwise, you hereby authorize Payrix to continue to manage your American Express account on your behalf and to cause funds settled from American Express transactions to be deposited to our account designated by Payrix for your benefit.

After we have collected and verified all your information, Payrix will review your account and determine if you are eligible to use the Payrix Services. Payrix may also share your information with our payment processors, each of which may also make a determination regarding your eligibility. We will notify you once your account has been either approved or deemed ineligible for use of the Payrix Services.

By accepting the terms of this Agreement, you authorize us to retrieve information about you by using third parties, including credit bureaus and other information providers. You acknowledge that such information retrieved may include your name, address history, credit history, and other data about you. Payrix

may periodically update this information to determine whether you continue to meet our eligibility requirements.

You agree that Payrix is permitted to contact and share information about you and your application (including whether you are approved or declined), and your use of Payrix with the financial services providers we work with. This includes sharing information

- I. about your transactions for regulatory or compliance purposes,
- II. for use in connection with the management and maintenance of the program,
- III. to create and update their customer records about you and to assist them in better serving you, and
- IV. to conduct Payrix's risk management process

## **22. The Payrix Services - US only**

By applying for Payrix, you confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state in which you operate. Payrix may only be used to process payment for businesses in the fifty states of the United States of America and the District of Columbia. Except where expressly permitted, you may not export the Payrix Services directly or indirectly, and you acknowledge that the Payrix Services may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII).

By accepting this Agreement you confirm that you will satisfy these requirements.

## **23. Prohibited Businesses**

There are certain categories of businesses and business practices for which the Payrix Services cannot be used ("Prohibited Businesses"). Many of these Prohibited Business categories are imposed by Card Network

rules or the requirements of our banking providers or processors. We maintain a list of Prohibited Businesses. We will advise you if we consider your business to be prohibited. By applying for an Payrix Account, you confirm that you will not use the Payrix Services in connection with any of the Prohibited Businesses. If you are uncertain as to whether a business is a Prohibited Business, or has questions about how these requirements apply to your business, please contact us.



## Section C: Processing Card Transactions, Receiving Your Funds, and Fees

### 24. Processing Card Transactions

As used in this Agreement, a "Chargeback" is a request that you customer files directly with an issuing bank to reverse or invalidate a processed payment, and a "Refund" means a reversal of a charge, in whole or in part, that you initiate. "Claim" means a challenge to a payment that you file directly with Payrix

"Reversal" means Payrix reverses the settlement of funds from a processed card transaction that you received because

- I. the card transaction is invalidated by the card issuer for any reason,
- II. the settlement funds were sent to you in error for any reason,
- III. the sender of the payment did not have authorization to send the payment (for example, the purchaser used a card that did not belong to him or her),
- IV. you received the payment for activities that violated this Agreement or any other agreement you have with Payrix, or
- V. we decided a Claim against you

You agree that you will honor all eligible cards presented for payment by your customers for your products and services in accordance with the Network Rules, this Agreement and any operating guides that we may provide you from time to time. You agree that you will obtain an authorization for each card transaction, as required under the Network Rules, and will not submit a card transaction for settlement where you know there is a negative authorization or the card is otherwise expired or invalid. You acknowledge that the existence of an affirmative authorization from us or the Card Networks does not mean that a particular card transaction won't result in a Chargeback, Reversal or Claim at some later date.

While you may charge fees for your products or services, you may not impose any fee or surcharge for payment processing on a customer that seeks to use an eligible payment card or misrepresent fees charged for payment processing. You will provide a receipt to the customer at the conclusion of the purchase transaction that includes all information required under Card Network rules and applicable law.

You will submit all card transactions for processing no later than 3 days from the date of authorization. You will maintain appropriate records of all payment transactions for a period of at least 2 years from the date of the transaction.

You will display all Card Network marks in accordance with the rules and procedures of the Card Networks and will use such marks only to indicate that you accept their cards for payment.

We may offer you the ability to have funds settled to your bank account in a currency different from the one in which you accepted payment from a customer ("Multi-Currency Processing"). To use this service, you must provide us with a valid bank account for each currency for which you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement

currencies at any time. If you use Multi-Currency Processing, we will identify at the time of charge (through an API response) the conversion rate that will apply to the charge. If you Refund a charge, the conversion rate that will apply will be the rate in effect at the time of the Refund, not the charge. By submitting a charge or refund for processing you will be deemed to have accepted the rate. You may choose not to use the Multi-Currency Processing service at any time. You may change the bank account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent charges.

## 25. Settlements and Transaction History

We will pay out funds settling from the Card Networks to your designated bank or card settlement account ("Bank Account") you provide when applying your Payrix Account. Funds will be settled in the Bank Account in the amounts actually received (less our Fees, as defined below) for transactions processed by Payrix. Your Bank Account must be located at bank branch in the United States and held in the name of your business. You are responsible for the accuracy and correctness of information regarding your Bank Account, including inputting the correct information as part of applying or updating your Bank Account. Funds for transactions may be transferred to your Bank Account prior to funds being settled from the Card Networks. Any such funds paid to you prior to having been settled are considered "Early Settlement" and may incur an additional fee, but may be reversed if the transaction does not ultimately clear the Card Network. The actual timing of the transfers to your Bank Account of the settling funds will be subject to an agreed time from the date of the transaction, refer to as "Settlement".

After transfer of funds is initiated to your Bank Account, we will update information in your Payrix Account to reflect settlement. Information regarding your transactions that are processed and settled using Payrix ("Transaction History") will be available to you when you login to your Payrix Account. While will provide Transaction History in your Payrix Account, you are solely responsible for compiling and retaining permanent records of all transactions and other data associated with your Payrix Account as may be required for your business. Payrix is not responsible for maintaining Transaction History or other records in a manner consistent with your record retention obligations and may change the duration of the Transaction History at any time, but will always maintain at least the previous 18 months' transactions.

### Settlement Schedule

"Settlement Schedule" refers to the time it takes for us to initiate a transfer to your designated Bank Account of settlement funds arising from card transactions processed through Payrix Payments. Once your Bank Account information has been reviewed, Payrix will initiate transfer of settlement funds (net of Fees, Chargebacks, and other funds owed to us for any reason) in accordance with the Settlement Schedule, the terms of which will be made available to you when you login to your Payrix management dashboard. The settlement funds should normally be credited to your Bank Account within 1-2 days of us initiating the Settlement. The initial transfer to your account may be delayed pending review of your account. We are not responsible for any action taken by the financial institution holding your Bank Account that may result in some or all of the funds not being credited to your Bank Account or not being made available to you. You can contact us at any time to inquire about changing the timing of your Settlement Schedule, and will be informed of the process and requirements for Payrix to review your Settlement Schedule.

We reserve the right to change the Settlement Schedule, suspend Settlements to your Bank Account, or initiate a Reversal should we determine it is necessary due to pending disputes, excessive or anticipated excessive Chargebacks or Refunds, or other suspicious activity associated with your use of Payrix Payments, or if required by law or court order.

## 26. Reconciliations and Errors

Transaction History will be available to you when you login to the Payrix management dashboard. You are responsible for reconciling your Transaction History with your actual transactions, and agree to notify us of any errors or discrepancies in your Transaction History (each an "Error") arising from such reconciliation and verification. We will investigate reported Errors and attempt to rectify any Errors that you or we discover. In the event you are owed money as a result of an Error, we will transfer funds to your Bank Account in the next scheduled payout. While we may still work with you to reconcile Errors, your failure to notify us such Errors within 60 days of when it first appears on your Transaction History will be deemed a waiver of any right to amounts that may be owed to you in connection with any such Error, including any related charges.

If you submit or cause us to process transactions erroneously, you will contact us immediately. We will investigate any reported erroneous transactions and attempt to rectify them by crediting or debiting your Bank Account as appropriate. Your failure to notify us of a processing error within 30 days of when it first appears on your Transaction History will be deemed a waiver of any right to amounts owed to you.

## 27. Refunds and Returns

You agree to submit all Refunds for returns of your products and services that you used Payrix Payments to receive payment through Payrix Payments to your customers in accordance with this Agreement and Network Rules. Network Rules require that you will

- I. maintain a fair return, cancellation or adjustment policy;
- II. disclose your return or cancellation policy to customers at the time of purchase;
- III. not give cash Refunds to a customer in connection with a Card sale, unless required by law; and
- IV. not accept cash or any other item of value for a Refund.

Full Refunds must be for the exact dollar amount of the original transaction including tax, handling charges, and other. The Refund amount may not exceed the original sale amount except by an amount equal to any reimbursements to customer for postage costs incurred for product returns. You will use best efforts to process all Refunds within 60 days after the original transaction date, and you acknowledge that Refunds processed after that time may not be capable of being processed.

Payrix will deduct the Refund amount (including any applicable Fees) from

- I. settlement funds owed to you from processing of other card transactions, or
- II. funds in any Reserve Account. Where these funds are not sufficient, you authorize Payrix to initiate a debit entry to your Bank Account in the amount necessary to complete the refund transaction to the cardholder's card. In the event Payrix cannot debit your Bank Account, you agree to pay all funds owed to Payrix immediately upon demand. You are solely responsible for accepting and processing returns of your products and services. We have no responsibility or obligation for processing such returns, or for responding to your customers' inquiries about such returns.

## 28. Chargebacks

A Chargeback is typically caused when a customer disputes a charge that appears on their bill. A Chargeback may result in the reversal of a transaction where you are immediately liable for the amount of the transaction. You can be assessed Chargebacks for

- I. customer disputes;
- II. unauthorized or improperly authorized transactions;
- III. transactions that do not comply with Network Rules or the terms of this Agreement or are allegedly unlawful or suspicious; or
- IV. any reversals for any reason by the Card Network, our processor, or the acquiring or issuing banks

When a Chargeback is issued, you are immediately liable to Payrix for the full amount of the transaction relate to the Chargeback plus any associated Fees, fines, expenses or penalties (including those assessed by the Card Networks or our payment processors). You agree that Payrix may recover these amounts by debiting your Bank Account, debiting the Reserve Account, or setting off any amounts owed to you by us. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. Where such amounts are not immediately paid to us, you agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any unpaid Chargebacks unpaid by you.

If we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that:

- I. a Chargeback is assessed due to a customer's complaint, in which case we will retain the funds;
- II. the period of time under applicable law or regulation by which the customer may dispute that the transaction has expired; or
- III. we determine that a Chargeback on the transaction will not occur

### 29. Contesting your Chargebacks

You or Payrix may elect to contest Chargebacks assessed against you. Payrix may provide you with assistance including notifications and support to help contest your Chargebacks, but we do not assume any liability for our role or assistance in contesting Chargebacks.

You agree to provide us with the necessary information, in a timely manner and at your expense, to investigate or help resolve any Chargeback. You also grant us permission to share records or other information required with financial institutions and Card Networks to help resolve any disputes. You acknowledge that your failure to provide us with complete and accurate information in a timely manner may result in an irreversible Chargeback being assessed.

If the Chargeback is not resolved in your favor, we may recover the Chargeback amount and any associated fees from you. We reserve the right, upon notice to you, to charge a fee for mediating or investigating Chargeback disputes.

### 30. Excessive Chargebacks

At any point, Payrix, the Card Networks, or our payment processors may determine that you are incurring excessive Chargebacks. Card Networks typically consider Chargeback volume approaching 1% of your total processing volume to be excessive, although the level at which you are considered to have excessive Chargebacks may be more or less than that. Excessive Chargebacks may result in additional fees, penalties, or fines. Excessive Chargebacks may also result in

- I. additional controls and restrictions put on your use of Payrix Payments, including without limitation
  - a. changes to the terms of your Reserve Account
  - b. increases to your applicable Fees, or
  - c. delays in your Payout Schedule; or
- II. possible suspension or termination of your Payrix Account and access to the Payrix Services. The Card Networks may also place additional controls or restrictions as part of their own monitoring programs for merchants with excessive Chargebacks.

**31. Payrix Fees**

You agree to pay all fees assessed by us to you for providing the Payrix Services described in this Agreement ("Fees"). Except as otherwise stated in writing by Payrix, these fees will be calculated pursuant to the Fee Schedule and incorporated into the Payrix Application form and this Agreement by reference. We reserve the right to revise our Fees with 30 days' notice to you.

You acknowledge that you are also responsible for any penalties or fines imposed on Payrix or you by any Card Network or financial institution as a result of your use of the Payrix Services.

The following applicable fees will be charged in addition to those nominated on the Fee Schedule:

I. Annual Fee	\$55.00 charged on the anniversary date of each year II.
DBA / ACH Change Fee	\$22.00 per change request
III. Retrieval Fee	\$15.00 per retrieval request IV.
Chargeback	\$25.00 per chargeback request
V. ACH Rejection	\$2.50 per occurrence VI.
Unauthorized ACH	\$15.00 per occurrence

**32. Our Collection Rights**

To the extent permitted by law, we may collect any obligations you owe us under this Agreement by deducting the corresponding amounts from the Reserve Account or from funds payable to you arising from the settlement of card transactions, including funds from another one or your Payrix Accounts. Fees will be assessed at the time a transaction is processed and will be first deducted from the funds received for such transactions. If the settlement amounts or Reserve Account are not sufficient to meet your obligations to us, we may debit the Bank Account applied in your Payrix Accounts for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand is a material breach of this Agreement and you will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

In some cases, we may require a personal guarantee from a principal from your business as a condition of our continuing to provide Payrix Services to you. If a personal guarantee is necessary, we will specifically inform you in advance.

**33. Reserves**

In certain circumstances, we may determine that a Reserve Account is necessary to provide the Payrix Services to you. Where needed, Payrix may, in its sole discretion, set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received for your transaction is held for a period of time or that additional amounts are held in a Reserve

Account. Payrix, in its sole discretion, may elect to change the terms of the Reserve Account at any time for any reason based on your payment processing history or as requested by our payment processors.

Payrix may fund the Reserve Account through:

- I. funds owed to you for transactions submitted through the Payrix Service,
- II. debiting your Bank Account,
- III. through other sources associated with your Payrix Account, or
- IV. requesting that you provide funds to Payrix for deposit

### 34. Security Interest

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You grant us a lien and security interest in the Reserve Account, all transactions (including future transactions), any rights to receive credits or payments under this Agreement, and all deposits and other property of yours possessed or maintained by us on your behalf. You will execute, deliver, and pay the fees for any documents we request to create, perfect, maintain and enforce this security interest, even if such request is made after you have established a negative balance with Payrix.

### 35. Permitted Annual Volumes

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In the event you process in excess of the permitted annual volumes as set out by the Network Rules as a sub merchant, this agreement and the attached Direct Acquirer Appendix shall also constitute your separate legally binding contract between you, [WorldPay] and Fifth Third Bank (collectively, "Bank"). In this Agreement, "we", "us" and "our" also refers to Bank. You have agreed to the Payrix Services Agreement or equivalent agreement, which sets forth requirements regarding the Payrix Services and are incorporated into this Agreement by reference. Bank may terminate provision of credit and debit card processing services provided by Fifth Third Bank to Payrix and you in connection with payments made to you through the Payrix Service and enforce any of the provisions of the Agreement that relate to the credit and debit card processing services provided by Bank.

## Section D: Payrix Console usage, Termination, and Other General Legal Terms

### 36. Use of Payrix Services; Our Trademarks

Payrix grants you, by providing a username and password, use of the Payrix Console to electronically access and use the Payrix Services solely to

- I. accept and receive payments,
- II. manage the funds you so receive, and
- III. build applications utilizing the Payrix Services in a manner consistent with this Agreement and the documentation available to you upon request. Access includes use of the APIs, documentation, images, support pages, and any updates thereto provided to you by Payrix. Where updates are subject to new or additional terms, we will update this Agreement or provide notice to you. We may terminate access at any time if you use the Payrix Services or content, except as permitted by this Agreement.

We may also periodically make available certain Payrix logos, trademarks, or other identifiers for your use ("Payrix Marks"). If we do so, you will use them subject to and in accordance with Payrix's current Payrix Marks Usage Agreement (available upon request). Payrix may limit or revoke your ability to use Payrix Marks at any point. All rights not provided in the Payrix Marks Usage Agreement are expressly reserved by Payrix. We may change Payrix Marks from time to time. In the event that Payrix Marks or Payrix Marks Usage Agreement is changed, you will:

- I. use the current version of the Payrix Marks and
- II. use Payrix Marks consistent with the Payrix Marks Usage Agreement

### 37. Ownership

Payrix provides you a limited access to use the Payrix Services Console as described in and subject to this Agreement. Each of the foregoing is granted access, and we reserve all rights not expressly granted to you in this Agreement. The Payrix Services are protected by copyright, trade secret and other intellectual property laws. We own all interest, title, and other worldwide PAX & PAX Rights (as defined below) in the Payrix Services and all copies of the Payrix Services.

For the purposes of this Agreement, "PAX Rights" means all patent rights; copyright, including rights in derivative works; moral rights; rights of publicity; trademark, trade dress, and service mark rights; goodwill; trade secret rights; and other intellectual property rights as may now exist or hereafter come into existence, including all applications and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the Payrix Services, including without limitation about how to improve the Payrix Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Payrix under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Payrix does not waive any rights to use similar or related ideas previously known to Payrix, or developed by its employees, or obtained from sources other than you.



**38. Term**

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use the Payrix Services or until terminated by you or Payrix.

**39. Termination**

You may terminate this Agreement by closing your Payrix Account at any time by advising Payrix in writing at least 30 days prior to required termination date. We may terminate this Agreement and close your Payrix Account at any time for any reason effective upon providing you notice in accordance with Section

A.15 above. We may suspend your Payrix Account and your access to the Payrix Services and any funds in your Payrix Account, or terminate this Agreement, if

- I. we determine in our sole discretion that you are ineligible for the Payrix Services because of the risk associated with your Payrix Account, including without limitation significant credit or fraud risk, or for any other reason;
- II. you do not comply with any of the provisions of this Agreement; or
- III. requested by a Card Network or issuing financial institution

**B. Effects of Termination**

Upon termination and closing of your Payrix Account, we will immediately discontinue your access to the Payrix Services. You agree to complete all pending transactions, stop accepting new transactions through the Payrix Services and, where using Payrix Payments, immediately remove all Payrix and Card Network logos from your site or in your app (unless otherwise permitted to do so under a separate license from the Card Networks). Any funds in our custody will be paid out to you subject to the terms of this Agreement and your Settlement Schedule.

Termination does not relieve you of your obligations as defined in this Agreement and Payrix may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement, including but not limited to Chargebacks, Fees, Refunds, or other investigations or proceedings.

Upon termination you agree

- I. immediately cease your use of the Payrix Services,
- II. discontinue use of any Payrix Marks or PAX Rights licensed under this Agreement, and
- III. immediately remove any Payrix references and logos from your site or in your app
- IV. In addition, upon termination you understand and agree that
  - a. the access granted under this Agreement will end,
  - b. we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers,
  - c. we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Payrix Services, or any termination or suspension of the Payrix Services or deletion of your information or account data, and
  - d. you are still liable to us for any Chargebacks, Fees, Refunds, or other amounts incurred by you or through your use of Payrix Services prior to termination

Where you use Payrix Payments, at any time within thirty (30) days after terminating your Payrix Account you may request in writing that we transfer Payment Data associated with your Transaction History that you are entitled to receive to an alternative PCI-DSS Level 1 certified payment processor that you identify to us. We will use commercially reasonable efforts to transfer permitted Payment Data within ten (10) business days from receipt of your written request or mutually agreed time frame.



#### 41. Your Liability

You are responsible for all Reversals, Chargebacks, Claims, fines, fees, penalties and other liability arising out of or relating to your use of the Payrix Services and your breach of this Agreement. You are responsible for the use of lost or stolen cards to purchase products or services from your business, and selected and implementing Security Controls that are appropriate for your business. You agree to reimburse your customer, Payrix, and any third party designated by Payrix for any and all such liability.

Payrix will have the final decision-making authority with respect to Claims. You will be required to reimburse Payrix for any liability we incur due to fulfillment or failure to fulfil obligations to your customers, including delivery of products or services. Your liability will include the full purchase price of the

item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of any Fees paid to Payrix.

Without limiting the foregoing, you agree to defend, indemnify, and hold harmless Payrix, and their respective employees, directors, agents, and affiliates (collectively "Disclaiming Entities") from and against any claim, suit, demand, loss, liability, damage, action, or proceeding arising out of or relating to

- I. your breach of any provision of this Agreement;
- II. your use of the Payrix Services with your site or app;
- III. your obligations to pay amounts owed under this Agreement, including without limitation any Reversals, Chargebacks, Claims, fines, fees, penalties and attorneys' fees;
- IV. negligence or wilful misconduct of your employees, contractors, or agents; and
- V. all third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions (including indemnification of any Card Network or card issuer). Payrix may immediately remove such amounts from your Reserve Account and deduct the amounts owed for such liability to Payrix from such Reserve Account funds

#### 42. Representation and Warranties

You represent and warrant to us that:

- I. if you are a sole proprietor, you are at least 18 years of age or, if you are under 18 years of age, you've obtained and can evidence consent from your parent or legal guardian to your execution of this Agreement and use of the Payrix Services in the manner prescribed by Payrix;
- II. you are eligible to apply and use the Payrix Services and have the right, power, and ability to enter into and perform under this Agreement;
- III. the information you submit as part of your registration is current, accurate, and complete;
- IV. any transaction submitted by you will represent a bona fide transaction for permitted products or services, or a charitable donation;
- V. any transactions submitted by you will accurately describe the products or services sold and delivered to a purchaser, or a donation received for the purpose accurately described on your site or in your app;
- VI. you will not engage in any unfair, deceptive, or abusive acts or practices when utilizing the Payrix Services;
- VII. you will fulfil all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser;
- VIII. you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations;
- IX. except in the ordinary course of business, no transaction submitted by you through the Payrix

- Services will represent a sale to any principal, partner, proprietor, or owner of your entity; and
- X. you will not use the Payrix Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner so as to interfere with the normal operation of the IntegraPay Services.

**43. No Warranties**

The Payrix services and all accompanying documentation are provided on an "as is" and "as available" basis, without any warranties, either express,

Implied, or statutory, including without limitation any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

No advice or information, whether oral or written, obtained by you from or through the Payrix services or from

- I. Payrix;
- II. The processors, suppliers or licensors of Payrix; or
- III. Any of the disclaiming entities will create any warranty from any disclaiming entity to you. You specifically acknowledge that Payrix have any control over the products or services that are paid for, whether provided through your site or app or otherwise, with the Payrix services, and Payrix can ensure that your customers will complete a transaction or is authorized to do so.

Without limiting the foregoing, the disclaiming entities do not warrant that the information they provide or that is provided through the Payrix services is accurate, reliable, or correct; that the Payrix services will meet your requirements; that the Payrix services will be available at any particular time or location; that the Payrix services will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Payrix services are free of viruses or other harmful components. Any subject matter downloaded or otherwise obtained through the use of the Payrix services is downloaded at your own risk –you are solely responsible for any damage to your property or loss of data that results from such download. The disclaiming entities make no representations or warranties about how long will be needed to complete the processing of a transaction.

The disclaiming entities do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Payrix services or any hyperlinked website or service, or featured in any banner or other advertising, and Payrix will be a party to or in any way monitor any transaction between you and third-party providers of products or services.

**44. Limitation of liability and damages**

In no event shall a disclaiming entity be liable for any lost profits, loss of data, or any indirect, punitive, incidental, special, consequential, or exemplary damages arising out of, in connection with, or relating to this agreement or the services, including without limitation the use of, inability to use, or unavailability of the Payrix services. Under no circumstances will any of the disclaiming entities be responsible for any damage, loss or injury resulting from hacking, tampering, or other unauthorized access or use of the service or your Payrix account or the information contained therein, or

Your failure to use or implement security controls that are appropriate for your business.

The disclaiming entities assume no liability or responsibility for any

- I. Personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Payrix services;
- II. Any unauthorized access to or use of servers used in connection with the Payrix services and/or any and all personal information stored there in;

- III. Any interruption or cessation of transmission to or from the Payrix services;
- IV. Any software bugs, viruses, trojan horses, or other harmful code that may be transmitted to or through the Payrix services;
- V. Any errors, inaccuracies or omissions in any content or information, for any loss or damage incurred as a result of the use of any content or information, in each case posted, emailed, stored, transmitted, or otherwise made available through the Payrix services; and/or
- VI. User content or the defamatory, offensive, or illegal conduct of any third party.

Without limiting anything to the contrary, the disclaiming entities' cumulative liability to you shall be limited to direct damages and in all events shall not exceed in the aggregate the amount of fees paid by you to Payrix during the three (3) month period immediately preceding the event giving rise to the claim for liability.

This limitation of liability section applies regardless of the legal theory on which the claim is based, including without limitation contract, tort (including negligence), strict liability, or any other basis. The limitations apply even if Payrix have been advised of the possibility of such damage.

The foregoing will apply to the fullest extent permitted by law in the applicable jurisdiction.

The Payrix Services are controlled and operated from facilities in the United States. Except where expressly stated otherwise, Payrix makes no representations that the Payrix Services are appropriate or available for use in other locations. Those who access or use the Payrix Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States, foreign and local laws and regulations, including but not limited to export and import regulations. You may not use the Payrix Services from, or on behalf of persons or entities

- I. in a country embargoed by the United States, or
- II. blocked or denied by the United States government. Unless otherwise explicitly stated, all materials contained in the Payrix Services are solely directed to individuals, companies, or other entities located in the United States.

#### **45. Disputes; Choice of Law; Jurisdiction and Venue**

You agree that any disputes arising out of or relating to this Agreement or the Payrix Services will be resolved in accordance with this Section 10.

This Agreement is governed by the laws of the State of California without regard to its choice of law provisions. The exclusive venue for any actions or claims arising under or related to this Agreement will be the state or federal courts located in San Francisco County, California. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

Headings are included in this Agreement for convenience only, and will not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our delay or failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term.

#### **46. Right to Amend**

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Payrix Services with notice that we in our discretion deem to be reasonable in the circumstances, such as on our website. Any use of the Payrix Services after our publication of any such changes will constitute your acceptance of this Agreement as modified.

**47. Assignment**

This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction upon notice to you or where substantially all of Payrix's assets are sold. Any attempt by you to assign this Agreement, or any rights granted herein, without Payrix's express written consent will be null and void.

**48. Change of Business**

You agree to give us at least 30 days prior notification of your intent to change your current product or services types, your trade name, or the manner or types of payments you accept. You agree to provide us with prompt notification if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. You also agree to promptly notify us of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of 25% or more of your total assets or any change in the control or ownership of you or your parent entity. You will also notify us of any judgment, writ or warrant of attachment or execution, or levy against 25% or more of your total assets not later than 3 days after you obtain knowledge of it.

**49. Parties**

This Agreement binds you and your respective representatives and permitted and approved successors (including those by merger and acquisition) or any permitted assigns.

**50. Third-Party Services and Links to Other Websites**

You may be offered services, products, and promotions provided by or be presented links to websites operated by third parties ("Third-Party Services") that utilize, integrate, or provide services related to the Service. If you

decide to use these Third-Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with these Third-Party Services. You agree that we are not responsible for the performance of Third-Party Services.

Our website may contain links to Third-Party Services as a convenience to you. The inclusion of any links to Third-Party Services does not imply an approval, endorsement, or recommendation by us. Your access or use of any Third-Party Services is done at your own risk. You understand that Third-Party Services are not governed by this Agreement. We expressly disclaim all responsibility and liability for Third-Party Services. Please remember that when you use a link to go from our website to a Third-Party Service, our Privacy Policy is no longer in effect. Your interaction with a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms and policies.

**51. Force Majeure**

No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations under Section D(10), including without limitation for Reversals, Chargebacks, Claims, fines, fees, refunds or unfulfilled products and services.

**52. Responding to Legal Process**

Payrix may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We may deliver or hold any funds or, subject to the terms of our Privacy Policy, any information as required under such Legal Process, even if you are receiving funds on behalf of third parties. Where permitted, we will use reasonable efforts to provide you notice of such Legal Process by sending a copy to the email address we have on file for you. Payrix is not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with Legal Process.

**53. Entire Agreement**

This Agreement constitutes the entire agreement between you, Payrix, with respect to the provision of the Payrix Services. In the event of a conflict between this Agreement and any other Payrix agreement or policy relating to the subject matter herein, this Agreement will prevail. These terms and conditions describe the entire liability of Payrix, and our vendors and suppliers (including processors), set forth your exclusive remedies with respect to the Payrix Services, and define your access and use of the Payrix Services. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

**54. Survival**

In addition to any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, the following sections of this Agreement will survive and remain in effect in accordance with their terms upon the termination of this Agreement: Sections A(3) ("Authorization for Handling of Funds"), A(6) ("Taxes"), A(7) ("Your Data Security Obligations"), A(8) ("Security and Fraud Controls"), A(11) ("Privacy of Others"), C(4) ("Reconciliations and Errors"), C(5) ("Refunds and Returns"), C(6) ("Chargebacks"), C(8) ("Excessive Chargebacks"), C(9) ("Payrix Fees"), C(10) ("Our Collection Rights"), C(12) ("Security

Interest"), D(2) ("Ownership"), D(5) ("Effects of Termination"), D(6) ("Your Liability"), D(8) ("No Warranties"), D(9) ("Limitation of Liability and Damages"), D(10) ("Disputes; Choice of Law; Jurisdiction and Venue"), D(14) ("Parties"), D(17) ("Responding to Legal Process"), D(18) ("Entire Agreement"), D(19) ("Survival"), and D(19) ("Card Network Disclosure").

## Annexure A

### ACH Processing Services Terms and Conditions

- I. Description of Services - Payrix shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network. For Debit Entries, Payrix shall first send a debit transaction through its PAYFAC to the ACH Network. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with Payrix PAYFAC. After any applicable hold time, Payrix will submit to the settlement process any items that have not been returned or rejected. For Credit Entries, Payrix will submit all Credit Entries to the settlement process. Payrix shall then schedule these items to be sent through its PAYFAC to the ACH Network which is then forwarded to the Receiver's account after the expiration of any applicable hold time.
- II. Accepting ACH Transactions - Payrix shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. Payrix is responsible only for processing Transactions that are received by Payrix in the proper format, pre-approved by Payrix and on a timely basis.
- III. Modifying ACH Transactions - At Merchant's request, Payrix will make reasonable efforts to reverse, modify, or delete an entry after it has been submitted by Merchant prior to being submitted to the ACH Network. All requests must be made in writing, signed by an individual pre-authorized by Merchant to make such requests and faxed or delivered to Payrix. Merchant agrees that Payrix will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of Payrix failure to accomplish the requested modification or deletion before the Transaction has been submitted to the ACH Network. Further, Merchant acknowledges that once a Transaction is submitted to the ACH Network, it cannot be modified or deleted.
- IV. Rejecting or Returning ACH Transactions - Payrix may delay or reject any Transaction without prior notification to Merchant for any reason permitted or required under the Rules or Regulations or if, Payrix has reason to believe such Transaction is fraudulent or improperly authorized. Payrix shall have no liability to Merchant by reason of the rejection of any such Entry. Payrix shall make available to Merchant details related to the receipt of any returned or rejected Entries from the ACH Network and shall credit or charge such Entries to the settlement process. Unless Merchant receives notification that an entry has been returned or rejected, Merchant should consider the item as paid.
- V. Processing Limits - Payrix may impose a cap on the dollar amount of Transactions it will process for Merchant. These limits may be changed by Payrix from time to time, upon notice to Merchant. If Merchant exceeds the established limits, Payrix may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.
- VI. Holding of Funds - The hold time of Merchant's funds for Debit and Credit Entries is three (3) Business Banking Days. Should Payrix observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, Payrix reserves the right to place a longer hold time without prior written notice to Merchant. Payrix may require separate security safeguards from Merchant to support such a reduction back to (3) Business Banking Days.
- VII. Security Deposit - Payrix may require a security deposit or "Reserve Account" to process transactions for Merchant. The Reserve Account shall be used by Payrix to offset any returned items, charge-backs or other Merchant obligations to Payrix that Payrix is unable to collect from Merchant's Settlement account or other means as prescribed herein. Should

Payrix determine that a Reserve Deposit is required, Merchant shall be provided notice in writing of the amount, which may be revised based on periodic review of Merchant's transaction volumes, amounts and return ratios resulting in a greater or lesser deposit amount. The Reserve Account may be funded, at Payrix sole discretion, through any or all of the following:

- a. Direct payment by Merchant - At the request of Payrix, Merchant will deposit funds in the Reserve Account;
  - b. The proceeds of transactions processed on Merchant's behalf; or
  - c. The transfer by Payrix into the Reserve Account of funds withdrawn from Merchant's Settlement Account or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Payrix a security interest in all said accounts and authorizes Payrix to make such withdrawals at such times and in such amounts as may be necessary under this Agreement. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Payrix under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Payrix. The Reserve funds shall be held by Payrix for a minimum of ninety (90) calendar days beyond the date of the last item processed by Payrix on Merchant's behalf. In the event Payrix has reason to believe that
    - I. Merchant has acted in a fraudulent manner; or
    - II. Merchant has not obtained proper authorization for a transaction; or
    - III. Merchant will not be able to meet its obligations to Payrix; or
    - IV. That Payrix is at risk of incurring additional expenses due to Merchant's actions, Payrix may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to Payrix.
- VIII. Authorization. Merchant shall obtain authorization from Receiver prior to requesting a debit and/or credit to Receiver's account. Merchant shall retain proof of Receiver's authorization for a period of two (2) years from the termination or revocation of the authorization or for the appropriate period designated by any applicable Rules or Regulations and shall provide such proof of authorization to Payrix or its PAYFAC upon request. If Merchant fails to provide such proof within five (5) Business Banking Days, Payrix may impose a fine of up to \$100 per occurrence. Merchant shall cease initiating Transactions to a Receiver immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver only upon receiving new authorization from Receiver.
- IX. Ceasing Activities. Merchant shall cease initiating Transactions immediately upon receipt of any actual or constructive notice of Receiver's termination or revocation of authority. Additionally, Merchant shall not re-submit any Transaction unless it is returned for insufficient funds (R01) or uncollected funds (R09) or unless a new authorization is obtained from Receiver.
- X. ACH Compliance. Merchant is responsible for complying with all applicable laws and regulations governing electronic check processing, check conversion and/or the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978, Federal Reserve Regulation E, the Electronic Signatures in Global and National Commerce Act, and all FTC and NACHA rules and regulations. If, based on the results of a Verification, Provider determines that it will not proceed with an Account or Cardholder's e-Check transaction, The Merchant agrees to provide such Account or Cardholder (in a manner that complies with applicable law and the regulations) with a "Decline Notice", substantially in the same form as set forth attached hereto. The Merchant shall be solely responsible for ensuring that it provides this notice in the proper manner, and agrees to indemnify and hold Payrix harmless for any failure to timely and properly deliver such notice.



## DECLINE NOTICE

We're sorry, but we are unable to proceed with your transaction. This determination was based on information provided by Certegy Check Services, Inc. ("Certegy"). To protect your privacy, Certegy did not provide any financial information to Payrix, LLC during the authorization process.

The reason your transaction was not authorized was due to [mark one of the following based on applicable decline code transmitted by Certegy:

- account closed
- dishonored check or transfer information contained in Certegy's files
- Certegy had insufficient information available
- the identification information you entered did not conform to established guidelines

You have the right under the Fair Credit Reporting Act to know the information Certegy utilized to make a determination regarding your check. If you find that any information Certegy utilized in its decision is inaccurate or incomplete, you have a right to dispute it with Certegy.

You may call Certegy toll free at 800-695-1854, or write to Certegy Check Services, Inc., P.O. Box 30046, Tampa, FL 33680-3046. If you contact Certegy, please provide the following information so they can respond promptly to your request:

- Full Name
- Driver's License Number and State
- Current Address
- Home Telephone Number
- Date Declined
- Date of Birth
- Dollar Amount
- Social Security Number
- Check/Draft/Transfer Number
- Provider Name
- Checking Account Number
- Name of Financial Institution