Merchant Terms and Services Agreement

This Merchant Services Agreement ("**Agreement**") is dated **[_____]** governs your use and access of the services provided through the ConnexPoint platform and related tools and services to facilitate your acceptance of Card payments, eChecks and ACH transfers from Customer deposit accounts in exchange for goods and services you provide (collectively "**Services**") and constitutes a legally binding agreement between RevTrak, Inc. d/b/a ConnexPoint, having its principal office at 9201 East Bloomington Freeway, Suite RR, Bloomington, MN 55420 ("**Provider"**) and **[_____]** ("**Merchant**" or "**You**"). Payment processing services are provided by Vantiv, LLC ("**Processor**") and Fifth Third Bank (as such bank may change from time to time, the "**Bank**"), with Provider acting as a payment facilitator on behalf of Merchant.

All capitalized terms that are not defined within the terms below are defined in the Glossary at the end of this Agreement. If you enter into these terms or use the Services on behalf of a Merchant, you represent that you have authority to bind such Merchant and your acceptance will be deemed acceptance by such Merchant.

This Agreement includes the terms of this Agreement and all exhibits hereto as well as the Rules and our Privacy Policy incorporated herein by reference, which describes our collection and use of Merchant's information through the Services. The VISA, MasterCard and Discover Rules are available on their respective websites at http://usa.visa.com/customers/ and http://www.mastercard.com/us/Sub-merchant/ and http://www.discovernetwork.com/customers/. The NACHA Rules are available at for purchase at https://www.nacha.org/rules

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT (INCLUDING THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS) AND ACCEPT ALL OF ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES.

1. Scope; Changes and Updates. The Services are intended for use only for transactions within the country where Merchant is located. Merchant may not use the Services for any other transactions. Provider reserves the right to modify the Services or terms of this Agreement at any time upon notice. Provider will notify Merchant of any material changes by posting them in the Dashboard, sending Merchant a message or otherwise notifying Merchant when Merchant logs into its account. Merchant's continued use of the Services after any such changes shall constitute Merchant's consent to such changes. The Rules and NACHA Rules may change at any time without notice.

2. Application, Accuracy of Information and Account Creation. In order to use the Services, Merchant must submit an application with Merchant information for approval by Provider. Merchant warrants that all information submitted as part of Merchant's application and in connection with receipt of the Services is complete and accurate and Merchant agrees to authorize us to conduct an investigation of Merchant's credit history and that of its principals with various credit reporting and credit bureau agencies for the purpose of determining eligibility for the Services and acceptance of this Agreement and ongoing performance hereunder. Merchant acknowledges that if, at any time, Provider cannot verify that this information is complete and accurate, Provider may deny Merchant use of Provider's Services, or close the Merchant Account. Upon approval of an application, Provider will provide Merchant with access codes for a Merchant Account to allow Merchant to process and monitor transactions pursuant to the terms and services of this Agreement. Merchant may not disclose such codes or permit any third party to use them on penalty of forfeiting access to the Merchant Account. Except as required to deliver the Services and as permitted by Provider's Privacy Policy, Provider will not grant any third-party access to the Merchant Account.

3. Transaction Processing and Settlement. Merchant authorizes Provider to provide the Services and to act on Merchant's behalf to direct Processor to acquire, process and settle payments for transactions initiated by Customers via Provider's ConnexPoint platform, subject to Merchant's compliance with any technical specifications prescribed by Provider, Processor, Bank, and the Rules. Bank shall deposit settlement funds into, or withdraw funds for any errors, chargebacks, refunds, reversals or fees owed to Provider from, the Merchant Deposit Account(s) via direct bank or ACH transfer. If Bank cannot transfer the funds to the Merchant's Deposit Account (due to inaccurate or obsolete bank account information entered by the Merchant, or for any other reason), Provider, Bank or Processor may refund the

funds to the Customer or escheat them to the appropriate government authority. Bank, Provider, and Processor will not have any liability to Merchant for funds so refunded or escheated.

4. Fees. Provider will charge Merchant the fees specified in the separate order form delivered by Provider to Merchant. Fees will be deducted from Merchant's transaction settlements before such settlements are deposited into Merchant's Deposit Accounts.

5. Debit / Credit Authorization. Merchant authorizes Processor and Bank to initiate ACH debits and credits, wire transfers, or depository transfer checks to or from the Deposit Account(s) for the purposes set forth in this Agreement, including without limitation to pay Provider for any fees or other amounts Merchant owes Provider under this Agreement. Merchant authorizes Processor and Bank to initiate adjustments for any amounts credited or debited to the Deposit Account(s) in error. During the term of this Agreement and for no less than one (1) year thereafter, Merchant will maintain a positive balance in the Deposit Account(s) at all times sufficient to accommodate all funding required by this Agreement. If the amount available in the Deposit Account(s) is insufficient to pay amounts owed under this Agreement, Merchant shall immediately deposit additional funds into the Deposit Account(s) to cover such deficiency or shall pay such deficiency directly to, or as instructed by, Provider. Merchant agrees to reimburse Provider, Processor or Bank, as applicable, on demand, for any losses incurred as a result of insufficient funds in the Deposit Account(s) Merchant agrees Provider, Processor or Bank may set off amounts Merchant owes them against amounts owed to Merchant or take any action available by law to collect amounts owed. Merchant's ACH authorization pursuant to this Section 5 shall not be revoked until all Merchant obligations under this Agreement are satisfied and Merchant gives Provider written notice of revocation, and Merchant understands that Provider requires a reasonable time to act on any Merchant revocation. Merchant will ensure that each Customer authorizes Processor and Bank to initiate credit and debit ACH entries, wire transfers or forms of fund transfers to and from the Customers for the purposes set forth in the Agreement.

6. Prohibited Users. Merchant agrees to use commercially reasonable efforts to prevent Prohibited Users from using the Services and to promptly remove a Customer from the Services and notify Provider upon obtaining knowledge that the Customer is a Prohibited User.

7. Merchant Relationship and Product Responsibility; Indemnification. Provider is not party to the Merchant Relationship with Merchant's Customer that initiates the transaction, and Provider shall have no obligations thereunder or in respect thereof. To the extent allowed by applicable law, Merchant shall indemnify and hold harmless Provider, Processor, Bank, Payment Network, and all third parties from any and all claims, losses or other liabilities arising from or in relation to (i) the Merchant Relationship or any Product; and/or (ii) Merchant's non-compliance with the NACHA Rules, applicable law or the Rules, in each case including any and all costs associated with the legal defense related to such claims. Each transaction processed hereunder shall be a payment by Customer to Merchant that is facilitated by Provider and processed and settled by Processor and/or Bank as agents on behalf of Merchant. Merchant hereby appoints Provider, Processor and Bank as its agents for the purposes of receiving transaction payments on behalf of Merchant from its Customers. Provider shall have the right, but not the obligation, to issue receipts to Customers for all transaction funds received from Customers in connection with the Services.

Merchant is responsible for its Product and all customer service issues relating to Merchant's Product, including pricing, order fulfillment, order cancellation by Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with Merchant personnel, policies or processes. Merchant shall post its customer service telephone number on its website. In performing customer service, Merchant shall always present itself as a separate entity from Provider.

8. Provider Role and Status. Merchant acknowledges that (i) Provider is not a bank, money transmitter or other money services business. Provider's Service is that of a payment facilitator, by which Provider, Processor and Bank act on behalf of Merchant in the receipt of transaction payments from Customers. Funds received by Merchant from Customers in connection with the Services are not insured by Provider or any third party, except to the extent the Merchant Account(s) receive deposit insurance from the Federal Deposit Insurance Corporation as deposits of the financial institution wherein the Merchant Account(s) are maintained; (ii) Bank or Processor, not Provider, settles transaction

funds to Merchant Account(s); (iii) Provider does not at any point hold, own or control funds in connection with the Services, nor does Provider transmit money or monetary value; (iv) in connection with the Services, Provider does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission; and (v) the Bank or Processor is the party with sole responsibility for conducting the settlement of funds between Customers and Merchants. Provider is not a party to any transaction between Merchant and Customers processed via the Services.

9. Monitoring. Provider reserves the right to monitor Merchant's use of the Service to ensure compliance with this Agreement, the Rules and applicable laws. Merchant agrees that it shall allow a third-party audit of its compliance with this Agreement, the Rules and applicable laws and regulations upon reasonable notice, which shall be at Merchant's expense if it is required by Processor, Bank or a government agency. If Provider or any third party monitoring or auditing Merchant determines that Merchant is not in compliance with this Agreement, the Rules or applicable law, Provider reserves the right to take appropriate action, in its sole discretion, including, but not limited to, suspending or terminating this Agreement or access to the Services.

10. Merchant Obligations. In addition to any other obligations or requirements of Merchant set forth elsewhere in this Agreement, the Rules or under applicable law, Merchant agrees to the following in connection with its use of the Services:

A. Merchant shall comply, and cause third parties acting as Merchant's agents to comply, with the Rules and applicable law related to its and its Customers' use of the Services. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Merchant's "agents" shall include, but are not limited to, Merchant's software providers and/or equipment providers.

B. Merchant shall permit Provider to monitor Merchant's and its Customers' use of the Services to ensure compliance with this Agreement, applicable laws and the Rules.

C. Merchant shall notify Provider immediately of any Customer disputes or other matters that require escalation to Processor or Bank and shall immediately forward to Provider any notices received by Merchant concerning a disputed payment transaction.

D. Merchant shall ensure that only sales transactions produced as the direct result of bona fide sales to Customers for such identified products and/or services as part of the Merchant Relationship are completed and delivered to Provider via Provider's ConnexPoint platform for processing.

E. Merchant shall not present sales transactions for any purposes related to any illegal or Prohibited Activity, including but not limited to money-laundering or financing of terrorist activities.

F. Merchant shall be located in the United States at all times during the term of this Agreement.

G. Merchant shall not transfer or attempt to transfer its financial liability under this Agreement to Customers by asking or requiring them to waive their dispute rights.

H. Merchant is solely liable for, and shall indemnify and hold harmless Provider, Processor and Bank from and against, all of its Customers' acts and omissions, all Customer disputes, and all Customer service-related issues. Merchant agrees that Provider, Processor or Bank may refuse to process any transaction initiated via the Services, in its reasonable discretion.

I. Merchant shall post a privacy policy to its website describing how it collects, shares, uses and protects personal information and shall honor the terms of such privacy policy.

11. Merchant Data Consent. Merchant expressly consents for Provider, Processor, Bank and all third parties that assist in the delivery of the Services to collect, use, store and disclose Merchant information, including that provided in the Application, information concerning Customers, transactions and the business of the Merchant in order to supply the Services, generate reports, reduce fraud, provide customer support, create and share aggregated, de-identified data concerning the Services and assess the risk associated with the Merchant and its Customers. Payment Networks shall have the right to receive and use such Merchant or Customer information as is necessary to process payment transactions initiated pursuant to the Services provided in this Agreement.

12. Direct Merchant Status. In the event that more than $1,000,000 in Visa transactions and/or $1,000,000 in MasterCard transactions (or such other amount provided by the Rules) is processed through and on behalf of Merchant in any 12-month period, Merchant will automatically be deemed to have accepted, and will be bound by, the Additional Vantiv Merchant Services Agreement, the terms of which will be independently enforceable by Processor.

13. Taxes. Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Provider, Processor or the Bank may have tax reporting responsibilities in connection with the Service. Provider will report annually to the Internal Revenue Service ("**IRS**") on Form 1099-K or to other entities as required by law, Merchant's entity name, address, Tax Identification Number or Employer Identification Number (EIN), the total dollar amount of the payments Merchant receives in a calendar year and other information as may be requested. If Merchant is a non-profit organization, it shall retain sole and exclusive responsibility for classifying themselves and their transactions, issuing any required reports and receipts, and making any required tax or other filings.

14. Refunds and Returns. By accepting Card transactions with us, Merchant agrees to process returns of, and provide refunds and adjustments for, Merchant's Products in accordance with this Agreement and the Rules, including without limitation, the following: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Merchant's 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 preparing a Card sale refund.

The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales receipt. Merchant can process a refund through Merchant's Deposit Account up to one hundred and twenty (120) days from the day Merchant accepted the payment. Provider will then net the refund from Merchant's processing transactions. Neither Bank, Processor nor Provider is obligated to process refunds that will result in a negative balance in Merchant's Deposit Account.

15. Chargebacks. All payments made through the Payment Networks are conditional and subject to reversals and adjustments. The Rules and applicable laws give parties to payment transactions certain rights to dispute transactions long after payment has been made to the merchant. A transaction may be reversed or charged back to Merchant's Deposit Account (a "**Chargeback**") if the transaction (i) is disputed by the Customer; (ii) is reversed for any reason; (iii) was not authorized or Provider has any reason to believe that the transaction was not authorized; or (iv) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement. Provider does not decide what transactions are charged back and does not control the ultimate resolution of the Chargeback. Merchant is responsible for all Chargebacks, whether or not the Chargeback complies with the Rules.

For any transaction that results in a Chargeback, Provider will withhold the Chargeback amount and any associated fees, fines and penalties from transaction settlements otherwise due to Merchant or will deduct the amount of any Chargeback from Merchant's Deposit Account. If Provider is unable to recover funds related to a Chargeback for which Merchant is liable, Merchant agrees to pay Provider the full amount of the Chargeback and all associated fees, fines and penalties immediately upon demand. While Merchant may still be able to pursue a claim directly against the cardholder, neither Provider, Processor nor Bank is responsible for such transaction.

If Provider, Processor or Bank, in our sole discretion, determine that Merchant is incurring an excessive amount of Chargebacks, Provider, Processor or Bank may establish controls or conditions governing Merchant's Deposit Account,

including without limitation (i) assessing additional Fees; (ii) delaying settlement payouts; and (iii) terminating or suspending the Services.

Merchant agrees to timely assist Provider when requested, at Merchant's expense, to investigate any of Merchant's transactions processed through this Agreement. Merchant hereby permits Provider to share information about a Chargeback with the Customer, the Customer's financial institution, and Merchant's financial institution in order to investigate and/or mediate a Chargeback. Provider will request necessary information from Merchant to contest the Chargeback. If the Chargeback is contested successfully, Provider will release the reserved funds to Merchant's Deposit Account. If a Chargeback dispute is not resolved in Merchant's favor by the Payment Network or Issuing Bank, or Merchant chooses not to contest the Chargeback, Provider may recover the Chargeback amount and any associated fees as described in this Agreement. Merchant acknowledges that its failure to assist Provider in a timely manner may result in an irreversible Chargeback.

16. Electronic Check ("eCheck") Processing and Preauthorized Electronic Debit Entries. If selected by Merchant as part of the Services, Provider will provide eCheck and electronic debit entry transaction ("**Entry**") processing services to Merchant where Merchant has obtained proper authorization from Merchant's Customer that holds the deposit account to be debited ("**eCheck Authorization**"). Merchant is responsible for complying with all applicable Rules, laws and regulations governing electronic check processing, check conversion and/or the initiation of preauthorized electronic debit entries. Merchant agrees to maintain and store each eCheck Authorization and provide evidence of eCheck Authorizations to Provider upon its request. Additionally, Merchant agrees to record and store telephone conversations and other data transmissions with Customers for the purposes of demonstrating compliance with applicable Rules, laws, regulations and the requirements of this Agreement.

Provider or Processor will report to Merchant those Entries which fail Processor's verification process designed to identify accounts which have unpaid checks outstanding or have been closed for cause. If an Entry is being declined based on such verification process, Merchant agrees to provide such Customer (in a manner that complies with applicable laws, the NACHA Rules and applicable regulations) a decline notice. Merchant agrees not to reinitiate Entries once they have received a "**Payment Stopped**" as a reason for a return, unless an eCheck Authorization from the Customer overriding the stop payment has been received. Merchant understands, acknowledges and agrees that Processor verifications are for informational purposes only and are not a guaranty of payment of any Entry.

Merchant has no right to cancel or amend any Entry after its receipt by Processor or Bank. Merchant is responsible for payment for an Entry even if the Entry is erroneous or is a duplicate Entry and regardless of whether Merchant was the source of the error or duplicate Entry.

17. Cardholder Data Security. Provider has implemented technical and organizational measures designed to secure Merchant's Customer's personal information from accidental loss and from unauthorized access, use, alteration or disclosure; however, Provider cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Merchant's, or Merchant's Customers', personal information for improper purposes.

Provider is committed to the secure operation of the systems used to operate the Services. Provider is audited on an annual basis and is certified and compliant with Level 1 Payment Card Industry Data Security Standards (PCI DSS). Provider systems are regularly tested for compliance with all applicable PCI DSS standards and best practices.

Merchant shall adopt and maintain the following security requirements for its security environment:

a) Restriction on distribution of credit account numbers t via unencrypted messaging technologies, such as email, instant messaging, etc.
b) Installation of anti-virus software that updates automatically.
c) Installation of all operating system patches, such as Windows Updates, timely to protect Merchant's system from known vulnerabilities.
d) All Cardholder Data or deposit account information that may be used in phone orders should be entered directly into Provider's system. Should hard copy data be received by Merchant, it should be destroyed

immediately after received in a manner that reconstruction is not practically possible (shredding, incinerated, pulped, etc.). Any materials that are not immediately destroyed must be secured.

18. Recordkeeping. Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all transactions and other data; and (ii) reconciling all transaction information that is associated with Account. Merchant agrees to keep accurate and complete records of all transactions initiated pursuant to the Services provided in a form and for a length of time consistent with the Rules and applicable laws and regulations, but for no less than one year. Merchant agrees to provide access to or copies of such records to Provider, Processor or Bank upon request.

19. Errors or Unauthorized Transactions. If Merchant believes there is an error or unauthorized transaction activity associated with a Merchant Account, Merchant shall immediately notify Provider. Provider will attempt to correct processing errors by instructing the Bank to debit or credit the Merchant Account. Provider will only correct transactions that are processed incorrectly if and when Merchant notifies Provider of such an error in a timely fashion. Merchant expressly agrees that if Merchant fails to notify Provider that Merchant has not received its settlement funds within five (5) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice **that Merchant believes to contain an error** within sixty **(60)** business days from the date the report or invoice is made available to Merchant, **neither Provider, Processor nor Bank shall have any duty to take additional action and shall not be liable to Merchant regarding such settlement or error**.

20. Confidentiality. Each party agrees to regard and preserve as confidential all non-public information related to the business of the other party or such party's clients or vendors, which may be obtained by such party as a result of this Agreement ("**Confidential Information**"). For the avoidance of doubt, Confidential Information of Provider includes information about the ConnexPoint platform and Provider's Intellectual Property and Confidential Information of Merchant includes Merchant's Customer information. Each party agrees to hold the Confidential Information of the other in confidence and shall not disclose such information to any person or entity or use, directly or indirectly, any such information for its own benefit or the benefit of any other party provided however that Provider may use and share Merchant's Confidential Information as required by Provider and its affiliates in order to provide the Services and as further permitted under the Privacy Policy. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, if permitted by applicable law, the disclosing party shall provide prompt notice of the same prior to such required disclosure such that the other party may seek a protective order or other appropriate remedy to safeguard, restrict or limit the disclosure of such Confidential Information and shall limit any disclosure ultimately required to such Confidential Information as required to be disclosed. Information shall not be considered "**Confidential Information**" hereunder to the extent, but only to the extent that, such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving party, (b) is or was rightfully acquired by the receiving party from an independent third party without restriction or obligation of confidentiality and without breach of any agreement or obligation or (c) is or was independently by the receiving party without use of Confidential Information of the other party.

21. Term and Termination. This Agreement shall be on a month-to-month basis and shall be cancelable by either party at any time for any reason upon notice to the other party in accordance with Section 28 (Electronic Communications and Other Notices). When Merchant cancels the Services or terminates its account, any pending transactions may be cancelled. Any funds that Provider or the Bank are holding in custody for Merchant at the time of closure, less any applicable Fees and other liabilities of Merchant, will be paid to Merchant according to the Merchant payment schedule, assuming all payout-related authentication requirements have been fulfilled. If a Chargeback investigation is pending at the time Merchant terminates the Merchant Agreement or if Provider deems there is a potential for Chargebacks, Provider may hold Merchant funds as described above. If it is later determined that Merchant is entitled to some or all of the funds in dispute, Provider will release those funds to Merchant. Bank may also withhold such funds pending investigation of Merchant transactions or potential liabilities hereunder.

In addition to our rights to terminate this Agreement, Provider may also suspend the Merchant Account and Merchant's access to such Account if Merchant (i) has violated the terms of this Agreement, or any other agreement you have with

us; (ii) poses an unacceptable credit or fraud risk to us, Processor or Bank; or (iii) provides any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

If Merchant's Agreement is terminated, you agree: (i) to continue to be bound by the terms of this Agreement that survive termination; (ii) to immediately stop using the Services and the Account; (iii) that the license provided under this Agreement shall end; (iv) that Provider reserve the right (but have no obligation) to delete all of Merchant's information and Account data stored on our servers after a reasonable period of time (but also reserve the right to retain copies thereof for up to five (5) years); and (v) that Provider shall not be liable to you or any third party on account of our termination of Merchant's access to the Services or the Merchant Account or for deletion of Merchant's information or Account data.

On any termination hereof, Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Merchant to Provider, Processor, Bank or a Payment Network.

22. License. Subject to Merchant obligations under this Agreement, Provider grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Services solely to facilitate the acceptance and receipt of payments and to manage the funds you so receive, in accordance with this Agreement. The Services include our website, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us. Merchant will be entitled to updates, subject to any additional terms made known to you at that time, when Provider makes these updates available.

Merchant may not, nor may you permit any third party to do any of the following: (i) access or monitor any material or information on any of our systems using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with us referencing this section that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from us unless provided to you for that purpose; (iii) permit any third party to use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) violate the restrictions in any robot exclusion headers within the Services or any of our services or products, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services, 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 proper working of the Services, prevent access to or use of the Services by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Services except as expressly allowed under this section.

23. Ownership. The Services, of which the Merchant Account is a part, are licensed and not sold. Provider reserves all rights not expressly granted to you in this Agreement. The Services are protected by copyright, trade secret and other intellectual property laws. Provider owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the website, all copies of the website, all Services and all copies thereof, and will allow you to use our Intellectual Property to display on Merchant's site with our written permission. This Agreement does not grant you any rights to our trademarks or service marks nor may you remove, obscure, or alter any of our trademarks or service marks included in the Service.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, 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, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Merchant may choose to or Provider may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our other products ("**Ideas**"). By submitting any Idea, you agree that Merchant's disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary or

other obligation, and that Provider is 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. Merchant further acknowledges that, by acceptance of Merchant's submission, Provider does not waive any rights to use similar or related Ideas previously known to us, or developed by us.

24. No Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE OR MERCHANT'S MERCHANT ACCOUNT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE FOREGOING, PROVIDER, OUR PROCESSOR AND BANK, PAYMENT NETWORKS AND ALL THIRD PARTIES ASSISTING IN PROVIDING THE SERVICES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET MERCHANT'S REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT MERCHANT'S OWN RISK AND MERCHANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

PROVIDER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN MERCHANT AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

25. Limitation of Liability. PROVIDER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES.

PROVIDER'S LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY MERCHANT HEREUNDER DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) MERCHANT USE OF OR MERCHANT INABILITY TO USE THE SERVICES; (III) DELAYS OR DISRUPTIONS IN THE SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SERVICES; (VI) ACTS OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO MERCHANT ACCOUNTS; (VIII) PROVIDER'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR MERCHANT DIMINISHED ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR PROVIDER'S POLICIES OR SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (XI) PROVIDER, PROCESSOR OR ONE OF ITS BANKING OR OTHER SUPPLIERS ELECTING TO SUSPEND PROVIDING SERVICES IN RESPECT OF MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

26. Assignment. The Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Provider's prior written consent, and any assignment without such prior written consent will be null and void. Provider may assign any of its rights or obligations hereunder to a third party on notice to Merchant provided that the successor in interest to Provider assumes the corresponding obligations of Provider hereunder.

27. Performance by Provider Affiliates. Notwithstanding anything in this Agreement, Merchant agrees and acknowledges that Provider may provide some of the Services through its Affiliates or other third-party service providers. Merchant agrees and acknowledges that providing the Services through any third party or Affiliate shall not be considered an assignment of this Agreement unless agreed upon in writing and Provider shall be the sole entity liable

for any provisions in this Agreement which apply to Provider including to the performance of the Services and execution of the Agreement.

28. Electronic Communication and Other Notices. Merchant agrees that Provider may provide all notices and other communications required or permitted to be given by Merchant hereunder shall be sent in writing by electronic means through the ConnexPoint Dashboard and such notices are considered received by Merchant twenty-four (24) hours after posting or transmission by Merchant. Such Provider communications to the Merchant may include but are not limited to: (i) agreements and policies, such as this Agreement and our Privacy Policy including updates thereto; (ii) annual disclosures; (iii) transaction receipts or confirmations; (iv) communication in relation to delinquent accounts (which may also be by phone, and may be made by Provider or by anyone on its behalf, including a third party collection agent); (v) Client Statements and history; and (vi) tax statements. Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Provider or other communication is blocked by a spam filter or other issue outside of the control of Provider, Merchant shall be deemed to have received the communication all the same. Any notices or demands from Merchant to Provider under this Agreement, including without limitation notices regarding termination or breach of this Agreement, shall be in writing and shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to Provider at the address noted in the first paragraph of the Agreement.

29. Third Party Services. Provider is not liable for Third Party Servicers or their services even if the Services contains links to them or the Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Provider. Merchant agrees that Merchant access any such website at Merchant's own risk.

30. Independent Contractors. The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

31. Whole Agreement. This Agreement and all exhibits constitute the entire understanding and agreement between the parties and supersedes any and all prior discussions, agreements, promises and correspondence, whether oral or written, with regard to the subject matter hereof or otherwise, including (without limitation) any memorandum of understanding between the parties.

32. Governing Law. This Agreement and any dispute arising hereunder shall be governed by the law of the state in which the Merchant is located, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

33. Arbitration. Merchant and Provider shall settle all disputes relating in any way to this Agreement or arising from or in respect of this Agreement exclusively by binding arbitration rather than in court, except that either party may assert claims in small claims court if it qualifies. In addition, either party may bring suit in court to enjoin infringement or other unauthorized use of any intellectual property rights. The Federal Arbitration Act and federal arbitration law apply to this agreement.

ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND MERCHANT IS WAIVING MERCHANT'S RIGHTS TO HAVE MERCHANT'S CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PROVIDER. All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (www.adr.org) ("**AAA**") according to this provision and the applicable arbitration rules. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitration shall take place not more than fifty (50) miles from the office of the Provider before a single arbitrator who is a lawyer practicing commercial law.

34. Limitation on Time to Initiate a Dispute. Unless otherwise required by law, an action or proceeding by Merchant hereunder relating to any dispute or claim by Merchant must commence within one (1) year after the cause of action occurs, failing which Merchant foregoes any rights in respect thereof.

35. Interpretation. No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. Headings in this Agreement are included for reference purposes only and are not to be used in interpreting this Agreement.

In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party except as expressly set forth herein.

36. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and any confidentiality clauses shall survive termination hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

REVTRAK, INC.

By:_____
Name: Charlie Piper
Title: CEO

[MERCHANT]

By:_____
Name:_____
Title:_____

Glossary

"**ACH**" means the Automated Clearing House;

"**Additional Vantiv Merchant Services Agreement**" means the Additional Vantiv Merchant Services Agreement appended to this agreement as Exhibit A, as may be amended from time to time, or such other agreement as required by Vantiv.

"**Affiliate**" means, with respect to any party, any corporation, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a Person that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity;

"**Application**" means an electronic or paper form completed by the Merchant in relation to procuring the Services which shall form a part hereof and constitute representations by the Merchant hereunder;

"**Bank**" means a member of a Payment Network that has sponsored Provider as a payment services provider, payment facilitator or otherwise to supply the Services and that acquires Card transaction funds through Payment Networks. Bank shall also include Processor;

"**Card**" means a payment card or account number issued by a Payment Network member to a Cardholder pursuant to a valid agreement between the Cardholder and the Issuing Bank;

"**Cardholder Data**" means information associated with a Card, such as account number, expiration date, and CVV2;

"Customer" means a Person paying for goods and services from Merchant via Provider's ConnexPoint platform and its related tools and services;

"Dashboard" means online access for the management of the Services.

"**Deposit Account**" means a deposit account of Merchant at a financial institution in the U.S. identified for use in conjunction with this Agreement by the Merchant on the Merchant Services Agreement, through the Services or on the Application;

"**eCheck**" means an electronic version of a paper check used to make payments online;

"**Fees**" means the fees of Provider for which Merchant is liable in exchange for the Services. Fees are set out in the Application, Agreement and/or the Services. Fees are subject to change on thirty (30) days prior notice through the Account only; if Merchant continues to use the Services after such thirty (30) days it shall be deemed to agree to the change in Fees. Fees may also change, with or without prior notice, if Payment Networks or other third parties impose additional fees on Provider for the supply of the Services or on amendments to applicable law that require Provider to amend the Fees;

"**Issuing Bank**" means a member of a Payment Network that issues Payment Network-branded Cards pursuant to the Rules;

"**MasterCard**" means MasterCard International Incorporated;

"**Merchant**" or "**you**" means the business entity identified on the Merchant Services Agreement;

"**Merchant Account**" or "**Account**" means a secure website account that allows the Merchant to monitor transactions and Fees through the Services;

"**Merchant Relationship**" means the commercial or legal relationship between Merchant and its customer by which Merchant supplies Product to customer giving rise to the transaction;

"**NACHA**" means the National Automated Clearing House Association;

"**Payment Network**" means Visa, MasterCard, Discover, NACHA (with respect to ACH transactions) and such other payment networks as Provider indicates are compatible with the Services;

"**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a governmental office or agency, and the executors, administrators or other legal representatives of an individual in such capacity;

"**Processor**" means a payment processor that has contracted with Provider to provide payment processing in connection with Provider's provision of the Services;

"**Product**" means any product or service offered for sale or sold by Merchant;

"**Prohibited Activity**" means any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers' clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; computer repair or maintenance services; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; credit protection or identity theft protection services; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; discount coupon merchants or online sites; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; inbound or outbound telemarketing businesses including lead generation businesses; investment or "get rich quick" merchants, businesses or programs; licensed or franchised goods or services, such as apple products; marijuana dispensaries and related products or services; marketing activities involving "pay only for shipping" and/or "free trial" periods; medical equipment; multi-level marketing businesses, pyramid or ponzi schemes; merchants offering special incentives; negative option, renewal, or continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prepaid phone cards or phone services; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; rebate or upsell programs; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; equities (including stocks, bonds, or any other ownership position in a corporation); goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; internet auctions; political parties; telecommunications (including wireless, cable and internet); travel industry (including car rental, lodging, and other travel tour operators); in addition, Merchant may not use the service for; impersonating any Person or falsely claiming an affiliation with any Person; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such

information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than Merchant; providing Merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Provider, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Provider or Provider's business partners; sending or receiving what Provider considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Provider; operating outside the United States; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Provider may use evidence other than merchant account information to determine whether merchant control an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Provider to be unauthorized, illegal, or criminal;

"Prohibited User" means any Person who (i) appears on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN); (ii) is less than 18 years of age; (iii) previously has been terminated, or whose Affiliates have been previously terminated, for cause by Provider, its Processor, Bank, or any of their respective Affiliates; or (iv) is not both domiciled and resident in the United States.

"**Rules**" means (i) for card transactions, the Payment Networks' by-laws, operating regulations and/or all other applicable rules, policies and procedures governing Visa, MasterCard and Discover Network Credit Cards and Non-PIN Debit Cards, including but not limited to the Payment Card Industry Data Security Standards, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, all applicable Card acceptance and website requirements, all operating regulations governing Merchants or Sponsored Merchants, and any other program or requirement that may be published and/or mandated by the Payment Networks related to the Services provided hereunder; or (ii) for ACH or eCheck transactions, the NACHA rules governing ACH payment processing;

"**Third Party Servicer**" means a third party that provides a product or service that Merchant wishes to procure which product or service may or may not be compatible or integrated with the Services;

"**Visa**" means Visa U.S.A., Inc., Visa International;