

REQUIRED SERVICE AGREEMENT TERMS

The terms set forth in Section 1 through 5 below must be included in any agreement between DISTRIBUTOR and Subscribers relating to the Services (such agreement, the “**Service Agreement**”). Any term that is capitalized in these Required Service Agreement Terms, but not defined herein, shall have the meaning given to such term set forth in the Distributor Agreement by and between CHARGE Anywhere and DISTRIBUTOR, in force as of the execution of the Service Agreement.

1. Services

(a) Use of the Services. If Subscriber’s use of Services is in violation of the following requirements, then CHARGE Anywhere shall have the right, without notice to Subscriber, to terminate the Service Agreement and cease providing the Services if Subscriber’s use of Services violates the following requirements: (i) Services must be used in compliance with all Laws and Rules; (ii) unauthorized or otherwise illegal credit card charges may not be transmitted via Services; and (iii) Services may not be resold or otherwise provided to third parties.

(b) Modifications to the Services. CHARGE Anywhere reserves the right, in its sole discretion and without notice to Subscriber or DISTRIBUTOR to make changes in the CA Offerings or its business operations.

(c) Availability of Service. DISTRIBUTOR acknowledges that Services are subject to transmission limitations caused by conditions such as Subscriber’s operating characteristics, selected hardware, atmospheric, weather, topographical, operating characteristics of mobile terminal devices, and other like conditions. Additionally, Services may be suspended, refused, limited or curtailed due to governmental regulations or orders, system capacity limitations, limitations imposed by an underlying carrier, or because of hardware or software modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of CHARGE Anywhere’s facilities and Services.

(d) Suspension or Termination of Services. DISTRIBUTOR may, directly or indirectly, and by use of a provider-disabling device or any other lawful means, suspend, terminate or otherwise deny Subscribers or any other authorized user’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (i) DISTRIBUTOR or any of its service providers receive a demand or order, subpoena or request from a Governmental Authority that expressly or by reasonable implication requires DISTRIBUTOR (or any of its service providers) to do so; or (ii) DISTRIBUTOR believes, in its discretion, that: (A) Subscriber or any authorized users has failed to comply with, any term of the Service Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Documentations; (B) Subscriber or any of its authorized users is, has been, or is likely to be involved in any fraudulent, misleading or unlawful

activities relating to or in connection with any of the Services; or (C) the Service Agreement expires or is terminated. This Section 1(d) does not limit any of DISTRIBUTOR'S other rights or remedies, whether at Law, in equity or under this Agreement.

Prohibited Activities. Subscriber may not: (i) use the Services in any way that violates any applicable Law, the Rules, or the Service Agreement; (ii) use the Services to impersonate or attempt to impersonate another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); (iii) use the Services to transmit, or procure the sending of, any advertising or promotional material without CHARGE Anywhere's prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (iv) use the Services to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm DISTRIBUTOR or users of the Services or expose them to liability; (v) use any payment source you are not authorized to use or engage in any fraudulent transaction; (vi) manipulate or abuse the credit card or ACH payments process in any way, including, but not limited to, making a payment to create cash from a credit or gift card; (vii) use the Services for any unauthorized or illegal purpose, including, but not limited to, making or receiving payments related to pornography, drugs, gambling, tobacco, or other prohibited activities; (viii) use the Services in any manner that could disable, overburden, damage, or impair that party or any other party's use or access to the Services, including their ability to engage in real-time activities through the payments gateway;; (ix) use any manual process (A) to monitor or copy any of the material accessed as part of the Services or (B) for any other unauthorized purpose without CHARGE Anywhere's prior written consent; (x) use any device, software or routine, including, but not limited to a denial-of-service or distributed-denial-of-service attack, that interferes with CHARGE Anywhere's provision of Services to any party; (xi) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; or (xii) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, including, but not limited to, servers, computers, or database connected to the Services.

Limitation of Liability. CHARGE Anywhere shall not have any liability of any kind, direct or indirect, to Subscriber or DISTRIBUTOR for any losses, damages, fees, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees other than actual damages directly and proximately resulting from the gross negligence or willful misconduct of CHARGE Anywhere in its performance of Services. The maximum liability of CHARGE Anywhere for such damages shall be limited solely to the amount paid by Subscriber to DISTRIBUTOR for the services during such period of failure, delay, or nonperformance. CHARGE Anywhere shall not have any liability direct or indirect, for any indirect, special, punitive, exemplary, incidental or consequential damages (including loss of profits or revenue, loss of data, cost of capital, downtime costs or cost of substitute goods, facilities or services, fines or penalties from the Card Associations) directly or indirectly relating to or arising out of or in connection with the Service Agreement or Subscriber's inability to use the Services or related facilities, equipment or software, either separately or in combination with any other services, facilities, equipment, or software, whether or not performed or provided under the Service Agreement. All of the foregoing limitations and exclusions shall be effective regardless of the form of any action, whether in contract, tort (including

negligence), strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen.

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE SERVICE AGREEMENT, THE CA PROPERTIES AND SERVICES, AND ANY OTHER INFORMATION, MATERIALS OR WORK PRODUCT PROVIDED BY CHARGE ANYWHERE OR DISTRIBUTOR ARE PROVIDED “AS IS” AND CHARGE ANYWHERE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CHARGE ANYWHERE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CHARGE ANYWHERE MAKES NO WARRANTY OF ANY KIND THAT ANY CA OFFERINGS, CA PROPERTIES, OR ANY DERIVATIVE OF THE USE THEREOF, WILL MEET DISTRIBUTOR’S OR OTHER PERSONS’ REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ANY REPRESENTATIONS AND WARRANTIES OF OR RELATING TO THE CA SOFTWARE OR SERVICES ARE MADE, RESPECTIVELY DIRECTLY TO SUBSCRIBERS AND END USERS SOLELY UNDER THE TERMS AND CONDITIONS OF THE CA EULA AND THE SERVICE AGREEMENT. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN DISTRIBUTOR AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

ACH Authorization (where applicable). I hereby authorize CHARGE Anywhere to debit the bank account referenced herein, via the ACH system. This authority will remain in effect until revoked in writing by the undersigned account holder. If the payment is returned for any reason I acknowledge that I am subject to a returned item fee of \$25.00 or the maximum amount allowed by Law.

Third-Party Beneficiary. CHARGE Anywhere, and any of its Representatives, are third-party beneficiaries of the Service Agreement.