Authorize.Net Integrated Payment Services Merchant Application (IPS)

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Instructions: Please fax the completed agreement to 801-492-6546. If have any questions regarding this application please call the Authorize.Net Sales department at 866-437-0476

SECTION 1: OWNER INFORMATION *Please provide us with information about the owner of this business. If there are multiple owners, provide this information for the owner with the largest share of ownership.*

First Name: Middle Initial: Last Name:

Date of Birth: SSN: Driver's License: DL State:

Residence Address Line One:

Residence Address Line Two:

City: State: Zip: Country:

Home Phone Number: Email Address:

SECTION 2: BUSINESS INFORMATION

Business Legal Name:

Doing Business As (DBA):

Business Address Line One:

Business Address Line Two:

City: State: Zip: Country:

Business Phone Number: Business Fax Number:

Business Email Address: Website URL:

TAX ID: Establishment Date (MM/DD/YY): Ownership Type:

Description of Product Sold: Industry Type:

SECTION 3: BUSINESS PRACTICES

Average Monthly Sales: $ Typical Transaction Amount: $

Typical Days in Delivery:

SECTION 4: DDA INFORMATION *Please provide us with information about the bank account to which the proceeds from your sales will be deposited.*

Bank Name:

Routing Number: Account Number: Account Type:

Business Name:

First Name: Middle Initial: Last Name:

Billing Address Same As: ☐ Residence ☐ Business ☐ Neither (See Below)

Address Line One:

Address Line Two:

City: State: Zip: Country:

AGREEMENT ACCEPTANCE & PERSONAL GUARANTY – Owner's Signature Required

Your signature indicates that you have read, understand, and agree to be bound by the entire Agreement that begins on Page 2.

I agree that Authorize.Net and/or its Suppliers may obtain various consumer reports regarding Applicant from third parties, run a check on Applicant and/or obtain other personal or credit information about Applicant. I agree that, upon approval of this application, Applicant above will be bound by the terms and conditions found beginning on page 2 of this Application, all Merchant Services Pricing, and Other Fees as stated in Appendix A of the Integrated Payment Services Seller Agreement. I represent and warrant that I have the full power and authority to bind my company to the Agreement. Regardless if the agreement is accepted or rejected, your personal information will be retained in a fraud detection database.

Owner's Signature: Print Name: Date:

SSApp Sales Rep: Daryn Barney Reseller Name: Adamscross.com Reseller ID: 4486

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INTEGRATED PAYMENT SERVICES SELLER AGREEMENT

Welcome to the integrated payment services offered by Authorize.Net Corp. and its suppliers. In order for you, on behalf of your company, to obtain an integrated suite of credit card transaction processing, electronic check, and financial settlement services, combining many aspects of a credit card processing account and an Authorize.Net payment gateway account and including on-line transaction reporting for both accounts (the "Services") and as provided by Authorize.Net Corp. ("Company") and its suppliers ("Suppliers"), you must agree to and accept the terms and conditions of this agreement and the attached pricing information (collectively, the "Agreement"). This Agreement sets out the terms and conditions under which you may utilize the Services. Please read this Agreement carefully. It is important that you understand that upon your acceptance of this Agreement, it becomes a legally binding contract.

By signing the Integrated Payment Services Merchant Application ("IPS"), you represent that you have reviewed and understand the entire Agreement and agree to be legally bound by all its terms and conditions. By signing the IPS, you grant Company and its Suppliers the right to complete the Authorize.Net Secure Source Online Application on your behalf and to click the "I Accept the Seller Agreement" and "I accept the Pricing Information" fields on your behalf. If you do not agree or are not willing to be bound by the terms and conditions of this Agreement, please do not sign the IPS and do not seek to obtain or use the Services.

NOW THEREFORE, you, on behalf of your company, ("You") agree as follows:

1. Your Capacity and Related Matters

By accepting the terms and conditions of this Agreement, You represent and warrant that You are not an individual less than 18 years of age, that all information You have provided to Company and/or its Suppliers is true and correct in all respects, and that You will update Company by e-mail with any changes to information You have previously supplied. You further represent and warrant that You have the legal authority to accept the terms and conditions of this Agreement on behalf of Your company and that such acceptance will be binding on Your company. Company reserves the right to terminate this Agreement. Company and/or its Suppliers reserve their right to refuse to provide You with any Services, with or without notice, if You have supplied any information, which is misleading, untrue, inaccurate or incomplete.

2. General Description of the Services and Reserved Rights of Company

You will be provided with payment services that allow payment for transactions between online sellers and buyers with integrated tools for decision support and payment processing. Buyers will have the option of using specific credit cards or an electronic check. You may initiate the enrollment process for the Services by completing the Enrollment Form that will be presented to You after You accept this Agreement. Information provided by You during the enrollment process will be automatically routed to Company's Suppliers who will evaluate Your eligibility to receive the Services. If, on the basis of this evaluation, it is determined that You are eligible to receive the Services, You will be notified of Your acceptance and provided with information on activating Your account. Upon Your acceptance of the Services, the Agreement will be deemed to be fully executed and will become effective starting on the date of Your acceptance (the "Effective Date").

YOU AGREE AND ACKNOWLEDGE THAT COMPANY AND/OR ITS SUPPLIERS RESERVE THE RIGHT IN THEIR SOLE DISCRETION TO REJECT YOUR ENROLLMENT FOR THE SERVICES WITHOUT ANY FURTHER OBLIGATION TO YOU.

You further understand and agree that Company and/or its Suppliers may, in their sole discretion, change, add to, remove, modify and/or discontinue any and all Services with or without notice to You, and Company and/or its Suppliers will have no liability to You or any third parties in connection with any of the above.

3. Personal Data Collection and Use

You hereby consent, as a condition of Your enrollment in the Services, to the collection, use, processing and transfer of personal data as described in this paragraph

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and the Privacy Statement at http://www.authorizenet.com/company/privacy.php for the purposes described in this Agreement. You understand that Company and/or its Suppliers will collect and hold personal or non-public information about You, including but not limited to Your name, address, telephone number, e-mail address, date of birth, social security number and/or tax identification number, salary, job title and credit history for the purpose of considering eligibility for Services and/or processing transactions ("Data"). You also understand and agree that Company and/or its Suppliers may obtain various consumer reports regarding You from third parties, run a credit check or obtain other personal or credit information about You or Your business. You further understand and agree that Company, its Suppliers and/or their agents/contractors may transfer Data among themselves as necessary for the purpose of the provision and management of Services, and that Company and/or its Suppliers may each further transfer Data to third parties assisting the Parties in evaluating Your eligibility for, provision of, administration and management of Services, as well as under circumstances described in the Privacy Statement. You also understand that Company and/or its Suppliers may disclose Data as necessary to comply with the requirements of the law or the lawful order of a court or other governmental body.

4. Password and Implementation Materials

Promptly on the Effective Date, You will be assigned a logon ID (to be used in conjunction with the password You selected when You initiated the application) that will allow You to access and utilize the Services and You will be provided with some information and materials to utilize the Services. Such information and materials and all intellectual property rights associated therewith will remain the property of Company and/or its Suppliers. You agree to restrict use and access to Your password to Your employees and agents as may be reasonably necessary, and will ensure that each such employee or agent complies with all applicable provisions of this Agreement. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to You by Company or its Suppliers.

5. Payment of the Services Fees

In consideration of Your access to and utilization of the Services, You agree to pay the Services Fees set forth in Appendix A to this Agreement to the Company in accordance with the procedure stated in this Section 5.

5.1 Upon completion of the enrollment process, You will be required to designate a checking account, also known as a Demand Deposit Account ("DDA") into which Company and/or its Suppliers will deposit the net settlement amounts as described below. Company and/or its Suppliers will deposit into the settlement account (for which You will be given a Seller identification number) funds received by Company and/or its Suppliers on Your behalf from Your customers purchasing the goods and/or services from You on a net settlement basis, after deduction of all Services Fees. Annual Services Fees, if applicable, will be assessed in advance of the commencement of Services and on the anniversary date annually thereafter. A setup fee will be assessed upon Your approval by Company after Your acceptance of this Agreement and the related Services Fee schedule. Your first billing will occur on the first business day of the next month following Your acceptance and will include the one time set up fee, a prorated first month's fees from date of acceptance and the 2nd month's fees in advance. Thereafter, Monthly Services Fees will be assessed and deducted from Your settlement account on or before the 1st business day of each month; and per-transaction Services Fees will be assessed on each business day a transaction occurs.

5.2 In the event there are insufficient funds in the settlement account against which to debit the full amount of the Services Fees, Company and/or its Suppliers will initiate an ACH debit for the outstanding Services Fees and charges against Your DDA following the attempted net settlement. In the event there are insufficient funds in Your DDA following the ACH debit attempt, Company and/or its Suppliers will issue a written invoice to You. The invoice must be paid by You within fifteen (15) days following the date of Your receipt of such invoice as instructed in the invoice. Late payments will be charged by Company and/or its Suppliers a $15 late fee, and will accrue interest at the rate of 1.5% per month (18% per annum) or, if less, the maximum amount allowed by law. You will be liable to Company and/or its Suppliers for any collection costs or attorney fees that are incurred in the event action is taken by Company and/or its Suppliers to collect any past due balance of Services Fees.

5.3 Where the payment of Services Fees is not made in full on a timely basis, Company and/or its Suppliers may, in their discretion, require You to make a deposit into a reserve account established and managed by Company and/or its Suppliers in an amount to be determined by Company and/or its Suppliers to secure future payment as a condition of providing ongoing Services, and/or disconnect the Services, and/or undertake any action necessary to secure payment in full.

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Such reserve account may be funded by all or any combination of the following: (i) one or more debits to Your settlement account; (ii) one or more deductions or offsets to any payments otherwise due to You; or, (iii) if Company and its Suppliers so agree, Your pledge to Company and its Suppliers of a freely transferable and negotiable certificate of deposit. Any certificate of deposit shall be issued by a financial institution acceptable to Company and its Suppliers and shall be in a form satisfactory to Company and its Suppliers. In the event of termination of this Agreement by any party, an immediate reserve account may be established without notice in the manner provided above. Any reserve account will be held by Company and its Suppliers for the greater of six (6) months after termination of this Agreement or for such longer period of time as is consistent with Company's Suppliers' liability for credit card transactions or ACH electronic system transactions in accordance with Visa U.S.A., Inc. and MasterCard International Incorporated and any other credit card association (collectively "Association") rules and any National Automated Clearing House Association ("NACHA" rules). Your funds held in a reserve account may be held in a commingled reserve account for the reserve funds of Company's Supplier's clients, without involvement by an independent escrow agent.

5.4 You hereby grant to Company, its Suppliers and/or auditors the right of access to Your books and records and agree to provide assistance at all times during the term of this Agreement for the purposes of allowing Company, its Suppliers and/or auditors to conduct an audit and/or verify Your compliance with this Agreement. Company, its Suppliers and/or its auditors will not conduct an audit more than three (3) times in any twelve (12) month period and will give You at least five (5) days prior written notice of such audit. The cost of the audit will be borne by Company and/or its Suppliers.

5.5 Company and its Suppliers will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties including but not limited to any Association or NACHA or Your financial institution. In addition to any other remedies available to Company and its Suppliers under this Agreement, You agree that should any of the conditions in section 15.2 occur, Company and its Suppliers may, upon at least 24 hours' advance written notice, change processing or payment terms to suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to You pursuant to the terms of this Agreement, until Company and its Suppliers have had reasonable opportunity to investigate such event. In cases of fraud or similar cause, no prior notice shall be required, but Company and/or its Suppliers shall notify You in writing within three (3) business days after effectuating a suspension of credits or other payments, which shall state Company's and/or its Suppliers' reason for the belief that such fraud or similar cause exists.

6. Your Obligations

6.1 You are responsible for all costs and management related to Your access to and utilization of the Services, including, but not limited to the operation and management of all software, hardware and equipment. You also are solely responsible for Your website including but not limited to web operations, product support, quality and availability of products and/or services made available at Your site, fulfillment of orders and returns. You will ensure that all customers of Your website placing an order for product(s) and/or service(s) are timely advised of the status of such purchase(s) including the timely confirmation of all orders via electronic mail.

6.2 You will not give, transfer, assign, sell, resell or otherwise dispose of the password for access to and utilization of the Services to any third party and/or Your affiliates.

6.3 You will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to You to utilize the Services.

6.4 You will comply with all applicable laws and regulations in connection with Your access and utilization of the Services, including expressly any Association or NACHA rules, procedures or guidelines contained in the Program Guide for New Internet Merchants which will be sent to You by Company or one of its Suppliers. In the event of any conflict between the terms of this Agreement and such Program Guide, the terms of this Agreement shall govern.

6.5 You will not access and/or utilize the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.

6.6 You will not process a transaction that You know, or should have known, to be fraudulent.

6.7 You will not use the Services to accept payments on behalf of other sellers.

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6.8 You will establish and maintain a fair and uniform policy for the exchange and return of products or services sold. Such policy will include, but not be limited to, the following provisions:

6.8.1 You will provide credit in the same form payment was originally received, upon customer request for return, and will not refund with cash.

6.8.2 All disputes involving the goods or services purchased via Your website will be settled between You and Your customer. You will indemnify and hold Company and/or its Suppliers harmless from any claim or liability relating to any such dispute.

6.8.3 You will provide Company and/or its Suppliers, upon demand, with any information, evidence, assignments or other assistance Company and/or its Suppliers may need to help resolve any customer billing disputes regarding the nature, quality or performance of the goods or services, or in connection with any return or rejections of such goods and services.

6.9 You will be solely responsible for properly calculating and remitting to the proper taxing authority all sales, use value-added and other similar taxes due with respect to goods and services purchased from You.

6.10 You will be solely responsible for the delivery of all goods and/or services ordered by Your customers and Your customers' satisfaction therewith.

6.11 You will keep full and accurate records of Your utilization of the Services and all transactions with Your customers involving the utilization of the Services. You will retain such records for at least twelve (12) months following the termination of this Agreement.

6.12 You will provide Company the web address and a complete and accurate written description of Your online activity utilizing the Services which describes the products and/or services offered on Your website and a description of the advertising of Your products and services prior to the offering new products and/or services to customers, including any changes to Your web address and written description of Your online activity as they occur. You understand that Company and/or its Suppliers will not provide the Services for any products and/or services that Company and/or its Suppliers, in their sole discretion, determine are objectionable or advertised in an objectionable manner (see Section 8 "Prohibited Activities") or do not comply with any applicable laws and regulations. You acknowledge that You will be solely responsible for (i) Your product(s) and/or service(s); (ii) the website content; (iii) all representations made in connection with product(s) and/or service(s); (iv) the content and nature of all promotions and advertising; and (v) the quality of products and/or services offered by You or on Your website.

6.13 You will not engage in any form of Internet abuse, including but not limited to: (i) sending any kind of unsolicited or unwelcome email to a substantial number of network users, anywhere on the Internet; (ii) posting a single article or substantially similar articles to an excessive number of newsgroups or mailing lists; (iii) repeated or deliberate posting of articles that are off-topic according to the charter of the newsgroup or mail list where such articles are posted; and (iv) posting commercial advertising in a conference or newsgroup, unless it is specifically permitted to be posted within that group. You understand that Company and its Suppliers may investigate any reported occurrence of potential Internet abuse and take appropriate action, which depending on the circumstances and severity of any such occurrence may include: (i) issuing a warning to You and taking necessary action to minimize any damage; (ii) suspending Your and right to access and use the Services; and/or (iii) immediately terminating this Agreement.

6.14 You will: (i) comply with all then-current legal obligations and guidelines, including without limitation those issued by Associations and the Federal Trade Commission, associated with the collection, security and dissemination of data on Your website; and (ii) conspicuously post on Your website a privacy policy that meets all applicable legal and Association requirements and is consistent with good business practices with respect to the collection and use of customers' personally identifiable information. If You fail to comply with the requirements of this paragraph 6.14, Company and/or its Suppliers may suspend the provision of Services hereunder immediately upon written notice to You. That notice will explain the basis for such suspension, including measures reasonably calculated to rectify the failure. The suspension will remain in effect and until such time as Company and/or its Suppliers are satisfied that You have cured Your failure.

7. Chargebacks

You will be solely responsible for all chargeback amounts relating to credit card transactions where, including, but not limited to:

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i. goods are returned and a proper credit for cardholder is not received by Company and/or its Suppliers for processing;

ii. the transaction record is, or is alleged to have been, executed, accepted, endorsed, completed or assigned improperly without authority or not in accordance with the authorization requirements or provisions of this Agreement;

iii. the transaction record is incorrectly completed, incomplete or illegible;

iv. the cardholder disputes the sale, quality or delivery (or availability for pre-arranged pick-up) of goods or the performance or quality of service covered by the transaction record or agreement accepted by such cardholder;

v. multiple transaction records were executed to avoid authorization scrutiny;

vi. the extension of credit for goods sold or rented or services performed was in violation of law or the rules or regulations of any governmental agency, whether federal, state, local or otherwise;

vii. a legible copy of the transaction record cannot be produced by You within ten (10) days of Company's and/or its Suppliers' request;

viii. the cardholder asserts any claim or defense which the cardholder has as a consumer of goods or services;

ix. the cardholder disputes the validity of an internet, telephone or mail order card transaction; or

x. the card transaction is otherwise subject to chargeback by the card issuing bank or cardholder in accordance with the applicable law.

You shall reimburse Company and/or its Suppliers for any chargebacks, return items, or other losses resulting from Your failure to produce a card transaction record requested by Company and/or its Suppliers within the applicable time limits.

8. Prohibited Activities

You agree that You will not at any time conduct Your business in any manner that directly or indirectly offers, sells, leases, licenses, displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or other website content, which is: (i) unlawful or violates any applicable local, state, national or international law, ordinance or regulation having the force of law; (ii) pornography or sexually oriented, profane, obscene, vulgar, offensive, lewd; (iii) defamatory, libelous, slanderous, abusive, threatening or harassing towards others; (iv) a sweepstakes, lottery, raffle, multi-level marketing program, chain letter or pyramid scheme; (v) an unfair, unlawful or deceptive business practice; (vi) racially or otherwise offensive, hateful, bigoted or intolerant; (vii) in violation of any privacy or data protection law or right; (viii) infringe or violate any patent, copyright, trademark, trade secret, right of publicity or privacy or other proprietary right under the laws of any jurisdiction; (ix) transmit or deliver in any material that contains viruses, worms, Trojan horses, time bombs and any other harmful or damaging software or other technology or the means for developing any of the above; (x) advocate, promote and/or provide assistance in carrying out violence or any other unlawful activity against any persons or any governments, businesses or other entities; (xi) the subject of any government investigation or proceedings; (xii) any form(s) of gambling; or (xiii) not consistent with prevailing Internet "Netiquette" standards, as determined by Company and/or its Suppliers in their sole discretion.

9. Your Representations and Warranties

You represent and warrant that (i) all products and/or services offered, sold or otherwise provided on Your website are made, offered, sold or otherwise provided in compliance with all applicable laws and regulations; (ii) all products and/or services offered, sold or otherwise provided on Your website do not and will not infringe the copyrights of third parties; (iii) Your website is in compliance with applicable laws and regulations; (iv) information provided as part of the enrollment process is accurate, complete and current; and (v) You have the power and authority to enter into and perform Your obligations under this Agreement.

10. Customer Service

10.1 Company and/or its Suppliers will provide Level 1 and Level 2 Customer Service and Support to You relating to the Services, as such service levels are defined below.

10.1.1 Level 1 includes email assistance on problems with Your user name and passwords, credit limit queries, etc.

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10.1.2 Level 2 includes all other ad hoc inquiries that require specialized attention.

10.2 Company will provide You with written instructions regarding access to the customer service department ("Customer Service") for technical and operational questions. In addition, Customer Service contact information will be provided within the Services and will include the Customer Service email address and telephone number. You will have the option of contacting Customer Service either by telephone or e-mail.

11. Proprietary Rights

11.1 Company and/or its Suppliers will own and retain all of their respective rights, titles and interests in and to all intellectual property embodied in or associated with the design and delivery of the Services, including, but not limited to, content, such as software, graphics, start-up information and materials, designs, methods, architecture, materials, publications, business plans and other tangible intellectual property-based assets of any kind whether in machine readable, printed or other form and including, without limitation, all revisions, enhancements, technical know-how, patents, copyrights, trademarks, moral rights and trade secrets.

11.2 Except as expressly stated in this Agreement, the Parties will have no rights of any kind in or to any of each other's intellectual property. There are no implied licenses under this Agreement, and any rights not expressly granted under this Agreement are reserved by the respective Party.

12. Infringement

12.1 If the Services or any part thereof becomes, or in Company's and/or its Suppliers' reasonable opinion may become, the subject of any claim, suit, or proceeding arising from or alleging infringement of, or in the event of any adjudication that the Services or part thereof infringes on, any patent, copyright or any other intellectual property rights of any third party, Company and/or its Suppliers, at their option and own expense, may take one or more of the following actions:

12.1.1 secure for You the right to continue using the Services or part thereof;

12.1.2 replace or modify the Services or part thereof to make them non-infringing; or

12.1.3 terminate this Agreement, and all rights granted hereunder to You with respect to the Services.

12.2 THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY AND/OR ITS SUPPLIERS AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU AGAINST COMPANY AND/OR ITS SUPPLIERS IN THE EVENT OF SUCH ACTION OR THREATENED INFRINGEMENT.

13. Indemnity

You agree to indemnify and hold harmless Company and/or its Suppliers, their directors, officers, employees, agents, subsidiaries, parents and affiliates, against any and all liability, loss, claims, demands, damages or costs of any kind, including reasonable attorneys' fees and costs of litigation, resulting from Your gross negligence or willful misconduct or that of Your directors, officers or employees, or Your breach of any representation, warranty or obligation under this Agreement.

14. Disclaimer of Warranties and Limitation of Liabilities

THE SERVICES AND THEIR INDIVIDUAL COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. COMPANY AND/OR ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT COMPANY AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ACKNOWLEDGE THAT THE CONSIDERATION BARGAINED FOR IN THIS AGREEMENT WAS AGREED BASED UPON THE FOREGOING LIMITATION OF LIABILITY. SUBJECT TO THE FOREGOING, COMPANY'S AND/OR EACH OF ITS SUPPLIER'S JOINT AND

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SEVERAL LIABILITY FOR DAMAGES OF ANY KIND OR NATURE IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF SERVICES FEES PAID BY YOU DURING THE THEN MOST RECENT TWELVE-MONTH PERIOD.

15. Term

15.1 This Agreement will be effective as of the Effective Date and will remain in effect until terminated in accordance with the terms of this Section 15.

15.2 In addition to any other remedies set out in this Agreement, Company and/or its Suppliers may terminate this Agreement and discontinue provision of the Services immediately under the following circumstances: (i) You fail to pay Services Fees when due; (ii) You assign or attempt to assign the Agreement or any of Your duties under this Agreement to another party; (iii) You make misrepresentations to actual or prospective customers regarding the Services; (iv) Company receives complaints regarding Your messages, representations, promotions, advertising, products or services or if claims are made arising from them; (v) You materially modify the product/service line that is offered on Your website without prior written notice to Company; (vi) You generate charge backs that Company and/or its Suppliers consider, in their sole discretion, to be excessive; (vii) You are adjudicated a bankrupt or a petition in bankruptcy or reorganization is filed by or against You, or You make an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or a permanent or temporary receiver or trustee for all of substantially all of Your property is appointed by a court of competent jurisdiction; and (viii) a material adverse change occurs in your business, financial condition, business procedures, prospects, products or services.

15.3 Either Party may terminate this Agreement without cause with thirty (30) days prior written notice to another Party specifying the exact date and time of such termination.

15.4 Upon the termination or expiration of this Agreement:

15.4.1 You will immediately account for and pay all Services Fees due and owing pursuant to this Agreement without demand or other notice of any kind, all of which are expressly waived by You;

15.4.2 You will destroy or return to the other all materials and information containing a reference to the Services;

15.4.3 Company and/or its Suppliers will cease providing Services and may, in their sole discretion, delete any content of Your website or any other data or information You have furnished to Company;

15.4.4 Sections 3, 7, 8, 9, 11, 12, 13, 14 and 15 will survive the termination of this Agreement.

16. Assignment

You will not have the right or the power to assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of Company, including in the case of a merger. Company will have the right to assign this Agreement to its subsidiaries, affiliates and/or Suppliers.

17. Notices

All notices, demands or consents given under this Agreement will be in writing and will be deemed given when delivered to (i) Company by an e-mail entitled "Contract Notice" which is sent to legqal@authorize.net and (ii) to You by e-mail, to be deemed given upon transmission of such e-mail to Your last known e-mail address and/or posted in the Announcement section of your integrated payment services account.

18. Severability

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Governing Law and Dispute Resolutions

19.1 Governing Law and Arbitration. This Agreement will be governed by, and interpreted in accordance with, the laws of the State of Washington without regard to the conflict of laws provisions thereof. Any dispute between the Parties arising out of, or relating to, the validity, construction, interpretation or performance of this Agreement that cannot be amicably resolved, except for claims involving intellectual property and claims for indemnification, will be submitted to binding arbitration in accordance with the terms of this Section 19 (except as set forth in subsection 19.5 below). All administrative fees and expenses will be divided equally between the parties, but each party

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will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration. A "Dispute" shall mean any action, dispute, claim or controversy of any kind, except claims involving intellectual property and claims for indemnification, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

19.2 Governing Rules. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator as the parties shall mutually agree upon. Arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein shall control. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration shall be conducted at a location in Seattle, Washington, unless the parties mutually agree to hold the proceedings elsewhere. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided however, that nothing contained herein shall be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

19.3 No Waiver; Provisional Remedies. No provision hereof shall limit the right of any party to obtain provisional or ancillary remedies, including without limitation injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration or reference hereunder.

19.4 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the Washington State Bar or retired judges of the state or federal judiciary of Washington, with expertise in the substantive laws applicable to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the state of Washington, (ii) may grant any remedy or relief that a court of the state of Washington could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Washington Rules of Civil Procedure or other applicable law. Any Dispute in which the amount in controversy is $5,000,000 or less shall be decided by a single arbitrator who shall not render an award of greater than $5,000,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right or claim to recover more than $5,000,000. Any Dispute in which the amount in controversy exceeds $5,000,000 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

19.5 Judicial Review. Notwithstanding anything herein to the contrary, in any arbitration in which the amount in controversy exceeds $5,000,000, the arbitrators shall be required to make specific, written findings of fact and conclusions of law. In such arbitrations (i) the arbitrators shall not have the power to make any award which is not supported by substantial evidence or which is based on legal error, (ii) an award shall not be binding upon the parties unless the findings of fact are supported by substantial evidence and the conclusions of law are not erroneous under the substantive law of the state of Washington, and (iii) the parties shall have in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying or correcting an award, the right to judicial review of (A) whether the findings of fact rendered by the arbitrators are supported by substantial evidence, and (B) whether the conclusions of law are erroneous under the substantive law of the state of Washington. Judgment confirming an award in such a proceeding may be

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entered only if a court determines the award is supported by substantial evidence and not based on legal error under the substantive law of the state of Washington.

19.6 Damages. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this Section. Any award in an arbitration under this Section 19 shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator(s) may not award relief in excess of or contrary to what this Agreement provides or order consolidation or arbitration on a class wide or representative basis.

19.7 Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

19.8. Limitation on Actions. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement, except for claims involving intellectual property and claims for indemnification, may be brought by either party more than one (1) year after the cause of action arose.

20. Entire Agreement, Amendments and Waivers

20.1 This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, understandings and communications between the Parties with respect to the subject matter hereof.

20.2 The failure of a Party to assert any of its rights under this Agreement, including, but not limited to, the right to terminate this Agreement in the event of breach or default by the other Party, will not be deemed to constitute a waiver by that Party of its right to enforce each and every provision of this Agreement in accordance with its terms.

20.3 This Agreement may be amended by Company and its Suppliers at any time upon notice to You.

21. No Partnership or Agency; Independent Contractor

21.1 No agency, partnership, joint venture or employment relationship is created between You and Company or its Suppliers by way of this Agreement. No party has any authority, express or implied, to create any obligation or responsibility on behalf of another party.

21.2 In the performance of their respective obligations hereunder, the Parties are, and will be, independent contractors. Nothing in this Agreement will be construed to constitute either Party as the agent for the other for any purpose whatsoever. Neither Party will bind, or attempt to bind, the other Party to any contract or the performance of any obligation, and neither Party will represent to any third party that it has any right to enter into any binding obligation on the other Party's behalf.

MERCHANT:

By: _____

Print Name: _____

Title:_____

Date:_____

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Appendix A: Integrated Payment Service (IPS) Seller Pricing

The following pricing reflects fees and terms applicable to businesses processing $240,000.00 or less per year. If your total annual processing is over $240,000.00 per year please contact your sales person for further details.

Pricing for the Integrated Payment Service*

Combines both Authorize.Net and SecureSource account fees

Monthly and One-Time Setup Fees[1]	
Setup/Enrollment Fee	$149.00
Monthly Fee	$29.95
Credit Card Transaction Fees and Conditions	
Credit Card Discount Rate[2, 5]	2.39% (Visa, MasterCard, Discover) 3.85% (American Express)[6]
Transaction Fee	$0.35 Per credit card transaction
FraudScreen Fee for International Credit Card Transactions	1.00%
Minimum Hold Period for Credit Card[3]	2 business days
Electronic Checks and Conditions	
Electronic Check Per Transaction Fee	$0.95 Per eCheck authorization attempt
Electronic Check Discount Rate	0.00%
Electronic Check Guarantee Period[3, 4]	4 business days
Other Fees	
Chargeback Fee	$15.00
Non Sufficient Funds (NSF) Fee	$15.00 Per electronic check returned as NSF
Daily Batch Settlement Fee	$0.35
Approved Transaction Limits	
Maximum Monthly Sales Limit	
Credit Card Sales	$20,000.00 Per month limit
eCheck Sales	$5,000.00 Per month limit
Maximum Transaction Limit	
Credit Card Sales	$2,000.00 Per order maximum
eCheck Sales	$200.00 Per order maximum

*Pricing subject to change without notice

1. Monthly and one-time setup fees will be deducted from your checking account on the first business day of the month following your acceptance of the Service. This will include the first month's fees, which will be prorated from the date of your acceptance, the one-time fees, and the second month's fees in advance. Thereafter monthly and transaction fees will be billed on or before the first business day.
2. The discount rates disclosed are based on the following criteria:
   - VISA CPS Card Not Present and MasterCard Merit 1 Interchange (04/01/01)
   - Internet authorization and AVS performed on each transaction
   - Settlement date (shipping date) must be within 7 calendar days of the auth date
   - Settled amount must match authorized amount.
   - Non-qualifying transactions will be charged a higher rate based on the Visa and MasterCard rates charged for those transactions.
3. Availability of funds will depend upon your financial institution.
4. Electronic checks are guaranteed on the 4th business day and funded on the 5th business day.
5. Price includes Wells Fargo's fraud screening fee.
6. American Express may not be available on some accounts.

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