



RISK MITIGATION, ALERTS AND RDR APPLICATION

Merchant Legal Name: _____

Merchant Legal Address: _____

Payment Processor	MID#	Descriptor	Descriptor Contact Number	MCC	VISA BIN	VISA CAID	Recent Visa ARN (if BIN and CAID are unknown)	Verifi RDR Ruleset (The transaction value that will trigger the automatic refund. For example, all disputes Less Than or Equal to \$100)

FEE SCHEDULE

Item		Cost
3D Secure (per item)		\$0.10
Ethoca Alerts		\$35.00
Verifi CDRN Alerts		\$35.00
RDR Alerts	MCC Tier 1	\$5.00
	MCC Tier 2	\$20.00
	MCC Tier 3	\$35.00
Express Resolve API		\$5.00
Order Insight – per lookup	MCC Tier 1	\$0.20
	MCC Tier 2	\$0.30
	MCC Tier 3	\$0.50
Compelling Evidence – Deflection Fee	MCC Tier 1	\$5.00
	MCC Tier 2	\$20.00
	MCC Tier 3	\$35.00
Consumer Clarity		\$0.25
Data for CB Representment		\$4.00

Payment Terms:

By signing this Services Order Form, Merchant agrees to adhere and subscribe to the attached Service Terms which collectively with this Service Order Form shall constitute the “Agreement”. Any term not otherwise defined in this Service Order Form shall have the meaning ascribed to it in the Service Terms.

PRINCIPAL SIGNATURE:

PRINTED FULL NAME:

DATE:

RISK MITIGATION, ALERTS AND RDR APPLICATION

SERVICE TERMS

These Service Terms and Conditions (as amended or supplemented, the “Service Terms”) govern the acquisition and use of the services specified in each Services Order Form (as amended or supplemented, the “Order Form”) between Pepper Pay LLC (“PP”) or its affiliates (collectively, “PP”, “us”, “we” or “our”), and customer specified therein (“Merchant”, “you” or “your”). These Service Terms are incorporated into and made a part of each Order Form, together referred to herein collectively as this “Agreement”. By accepting this Agreement, either by executing the Order Form that references and incorporates these Service Terms, you agree to the terms and conditions contained herein and acknowledge that this Agreement supersedes any prior or contemporaneous terms and conditions, including any purchase order you may provide, and that any such additional or different terms or conditions shall have no force or effect unless explicitly acknowledged by us in the Service Terms.

In connection with the provision of the Merchant Services as set forth on the Order Form, Merchant shall comply with all processes and procedures required by these Terms of Service. The Merchant shall indemnify PP and keep PP indemnified against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a full indemnity basis), losses and damages arising from or incurred by reason of the Merchant’s failure to comply with any such requirements on its part to be performed. In addition, the Merchant agrees that it is solely responsible for fulfilment of all transactions entered into by the Merchant with Merchant customers for the provision and supply of goods and services to such customers, including, without limitation, all contractual and statutory obligations arising in connection with the Merchant’s contract therefor with Merchant customers, and all disputes as to fulfilment, delivery, satisfactory performance, suitability, fitness for purpose and like matters arising from any dispute, and any refunds, replacements, repair or cancellation of any matters that are the subject of such Merchant customer contracts are the sole responsibility of the Merchant, and the Merchant hereby indemnifies and shall keep indemnified PP in relation to any dispute arising therefrom in like manner as aforesaid.

1. OBLIGATIONS OF THE MERCHANT

- 1.1 The Merchant will perform its obligations under these Service Terms in accordance with all applicable laws, statutes, legislation and all other legally binding rules, regulations, directions, codes of practice and guidelines applicable in the jurisdiction where the Merchant is established and all jurisdictions to or from which Payments are to be made.
- 1.2 Without prejudice to the generality of Clause 1.1 the Merchant will:
 - (a) supply and provide to PP such information and co-operation as may be necessary to enable the Merchant Services to be provided under these Service Terms;
 - (b) obtain and maintain all government and regulatory consents and licenses and make all filings necessary for its business activities and its use of the Merchant Services and comply with all laws and market regulations and conventions applicable to such business activities and use of the Merchant Services, (including without limitation all statutory obligations and applicable regulations of any taxation or revenue assessment authority exercising competent jurisdiction over the Merchant or its activities);

- (c) comply, and ensure that each Merchant customer will comply, with all laws, rules, and regulations applicable to transactions undertaken by Merchant customers including those related to the detection of potentially fraudulent or illegal transactions; and
- (d) be responsible for the proper and appropriate control of access rights to the administration service and any files that contain payment information by the Merchant and the Merchant customers for the effecting of transactions.

1.3 The Merchant shall indemnify PP and keep PP indemnified against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a full indemnity basis), losses and damages arising from or incurred by reason of the Merchant's failure to comply with Clause 1.2.

1.4 Merchant represents and warrants that:

- (a) it has and will have the full right power title and authority to perform the obligations for the provision of Merchant Services and has obtained or will in a timely manner obtain all consents, rights and permissions necessary for the performance of these obligations;
- (b) there are no liens, claims, encumbrances, restrictions or arrangements of any kind with other persons that might adversely affect the performance of the Merchant's obligations hereunder;
- (c) there are no existing or anticipated claims which would adversely affect the Merchant's performance of its obligations under these Service Terms;
- (d) it will inform PP in writing promptly of any changes to its residence for the purposes of jurisdiction or taxation; and
- (e) the Merchant's execution, delivery and performance of the Merchant Services has been duly authorized and all other actions required to be taken by it under its organizational documents or by applicable law, and by all contracts and agreements binding upon it have been undertaken.

1.5 The Merchant shall ensure that at all times it takes reasonable steps to ensure its own business continuity in the event of a major disruption, disaster or failure, including a failure in the Merchant Services beyond the reasonable control of PP.

1.6 The Merchant warrants that compliance with these Service Terms shall not constitute or cause any breach of any other agreement to which it is a party.

1.7 The Merchant accepts and understands that PP may be prevented from performing the Merchant Services if PP is issued with a lawful instruction by the applicable law enforcement authorities or financial regulators. In those circumstances, PP will use its reasonable efforts to perform the Merchant Services and will, so far as PP is permitted by law, consult with the Merchant in so doing.

1.8 Merchant understands that transactions must be conducted in accordance with the rules of the applicable card networks and transaction processors, and Merchant agrees to comply with all such rules.

1.9 The Merchant agrees not to effect, or attempt to effect, Payments in respect of transactions which constitute unlawful transactions and/or relate to goods and services in respect of which it has not verified legal requirements as to age of the relevant Merchant customer goods and services and PP shall have the absolute right to refuse to process or to cease processing Payments which PP believes constitutes Payments in respect of such transactions.

2. INTELLECTUAL PROPERTY RIGHTS

Each Party remains the owner of its intellectual property rights. PP owns the intellectual property rights in the data, records software documentation, customer transaction history and other material it generates by providing the Merchant Services.

3. DATA PROTECTION

3.1 Each Party warrants to the other Party that it will process any personal data in accordance with applicable privacy laws and regulations. PP undertakes to take reasonable precautions to maintain the security and confidentiality of the personal data it receives relating to the Merchant and Merchant customers. The Merchant undertakes to comply with the PA, and to secure all necessary Merchant Customer's consent as may be necessary to pass personal data to PP and process each Payment. The Merchant undertakes to comply with all procedures notified by PP for the preservation of security and confidentiality.

4. LIMITATION OF LIABILITY

4.1 Neither Party excludes or limits liability under this Agreement to the other Party in respect of:

- (a) death or personal injury caused by its negligence or the negligence of its employees acting in the course of their employment;
- (b) any fraudulent misrepresentations made by it on which the other Party can be shown to have relied; or
- (c) any other liability which, by law, it cannot exclude or limit.

4.2 Subject to Clause 3.1, PP shall not be liable to the Merchant under this Agreement for any of the following loss and damage whatsoever (including, but not limited to, costs and expenses relating to or arising out of such loss and damage) whether arising from contract, tort (including negligence) or otherwise and even if PP has been informed of the possibility of such loss and damage:

- (a) loss of revenue, profits, interest, reputation, anticipated savings or goodwill;
- (b) loss or restitution of data;
- (c) third party claims; or
- (d) indirect or consequential loss including (without limitation) loss to the Merchant or a Merchant Customer arising as a consequence of any breach of this Agreement.

4.3 In respect of all other costs, claims, expenses, loss and damage arising under or in connection with this Agreement, whether arising from contract, tort (including negligence) or otherwise, the total aggregate liability of PP to the Merchant in respect of claims arising in any twelve (12) month period shall not in any event exceed the Transaction Fees actually paid by the Merchant to PP during that twelve (12) month period (or, if this Agreement shall have been in force for less than 12 months after the Effective Date, shall not exceed the aggregate of fees actually paid up to the date of claim).

4.4 PP shall have no liability to the Merchant in respect of any claim under this Agreement unless the Merchant shall have served notice of the same upon PP within six (6) months of the date the Merchant became aware of the circumstances giving rise to the claim or the date when it ought reasonably to have become so aware.

4.5 The obligations set out in this Clause 4 as to limitations of liability shall remain in full force and effect notwithstanding the expiration or any termination of this Agreement for any reason whatsoever.

5. FURTHER WARRANTIES

5.1 In respect of each transaction the Merchant refers to PP, the Merchant represents and warrants to PP that:

- (a) the transaction represents a bona fide service legally supplied in the ordinary course of business.
- (b) the Merchant has performed, or promised to perform in the ordinary course of its business, its obligations to Merchant customers in connection with the transaction;
- (c) to the best of the Merchant's knowledge and belief, it has no knowledge or notice that would impair the enforceability of the transaction for it from the Merchant Customers; and
- (d) all information or personal data supplied to PP in relation to the transaction is true and accurate in every material respect at the time it is supplied.

6. CONFIDENTIAL INFORMATION AND PUBLICITY

6.1 **"Confidential Information"** means: (a) information or data of whatever nature relating to the dealings of either Party, or any affiliate which is obtained either in writing or orally (whether before or after the Effective Date) from the shareholders, directors, officers, management or employees of either Party, or any Group Company; (b) information and data of whatever nature and howsoever recorded or disclosed by inspection or visits to property owned, used, or occupied by either Party or any Group Company; and (c) analyses, compilations, and other documents prepared by either Party or their advisers which contain or otherwise reflect or are generated from any such information specified in sub-paragraphs (a) and (b) above, However, it excludes information or data which: (a) is within the public domain; or (b) after disclosure to the receiving Party, comes into the public domain otherwise than by reason of a breach of the undertaking contained in this Clause 6 or any other obligation of confidentiality; or (c) was lawfully within the receiving Party's possession prior to its being provided to the receiving Party, provided that the source of such information was not itself subject to any agreement or other duties of confidentiality in respect thereof; or (d) comes into the receiving Party's possession on a non-confidential basis provided that the source of such information was not itself subject to any agreement or other duties of confidentiality in respect thereof; or (e) is required to be disclosed by law or regulation, provided that the receiving Party immediately notifies the disclosing Party of such requirement to enable representations to be made to the authority concerned.

6.2 Subject to Clauses 6.2 to 6.5 each Party agrees and undertakes to hold in complete confidence any Confidential Information disclosed to it and will not disclose it in whole or in part at any time to any third party, nor use Confidential Information for any purpose other than the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement for any reason.

6.3 Neither Party will at any time without the prior written consent of the other (which may be given on such terms and conditions as such other Party may consider appropriate or which may, in their absolute discretion, be refused) make any public announcement, press release, communication or circular about, or

disclose or reveal to any person or party (other than (i) either Party's representatives on a need to know basis who are directly concerned with the implementation of business between PP and the Merchant and whose knowledge of such Confidential Information is essential or desirable for such purposes and who shall be informed of the confidential nature of the information, or (ii) as required by law or regulation (and then only after prior notice to the other Party)): (a) the Confidential Information; or (b) the fact that discussions or negotiations are taking place or any of the terms, conditions, Transaction Fee rates or other facts with respect to the implementation of business between PP and the Merchant contemplated herein involving either Party including the status thereof.

6.4 If any Party is required by law or by an order of a competent court or regulatory body to disclose any of the Confidential Information, they may do so provided that they promptly notify the other Party so that any appropriate protective order may be sought and/or any other action taken, except in such circumstances where notification would become an offence under any applicable law.

6.5 PP may include references to the Merchant to be agreed in advance by the Merchant (such agreement not to be unreasonably withheld or delayed) in PP's promotional material.

6.6 If either Party or its agents are required by the rules or regulations of any recognized stock exchange or any governmental or quasi-governmental authority or by any supervisory or regulatory body in accordance with whose rules or regulations it is required or accustomed to comply, to disclose in whole or in part, or to make any announcement concerning this Agreement, it shall be entitled to do so notwithstanding any other provision of this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the date which the Sales Order is signed (the "Effective Date") and continue thereafter in perpetuity unless it is terminated earlier in accordance with this Agreement.

7.2 Either Party may terminate this Agreement for any reason after the Effective Date by giving to the other Party not less than one (1) month's written notice to that effect.

7.3 Either Party may at any time terminate this Agreement by written notice if the other is in breach of any of its material obligations and fails to remedy such breach (if capable of remedy) within 30 days of a written notice to do so. For the purposes of this Clause 7.3, failure by the Merchant to pay Transaction Fees in accordance shall constitute a breach of material obligation.

7.4 Either Party may terminate this Agreement immediately and without notice if: (a) the other Party enters into a composition with its creditors, or; (b) an order is made for the winding up of the other Party, or; (c) an effective resolution is passed for the winding up of the other Party (other than for the purposes of amalgamation or reconstruction on terms approved by the first Party (such approval not to be unreasonably withheld)); or (d) the other Party has a receiver, manager, administrative receiver or administrator appointed in respect of it; or (e) if anything analogous to the above in any jurisdiction shall befall the other (including for the avoidance of doubt under Chapter 11 of the US Bankruptcy Code).

7.5 PP may suspend the performance of its obligations under this Agreement immediately and without notice in the event that it is aware or reasonably suspects that the Merchant or any Merchant customers are engaged in any fraudulent or criminal activity or any breach of Clauses 1 or 6. In the event that PP exercises its rights under this Clause, it will notify the Merchant of such exercise as soon as is reasonably practicable and will provide the Merchant with a reasonable summary of the information it has relating to such suspected fraudulent or criminal activity (save to the extent it is prevented by law from so doing).

If the relevant fraudulent or criminal activity is not remedied (if capable of remedy) within a further 5 days, PP may in its absolute discretion immediately terminate this Agreement in whole or in part by written notice to that effect to the Merchant.

7.6 The Merchant may demonstrate that it has remedied the position by immediately terminating its relationship with that Merchant customer suspected of fraudulent or criminal activity. The right of suspension under this Clause 7.6 is without prejudice to any other rights PP may have under this Agreement.

7.7 In the event of any termination, all payments under this Agreement, which are referable to the period prior to the date of termination, shall remain due and payable and interest shall continue to accrue and be payable in accordance with this Agreement. In the event of cancellation of services, all residual payments shall also remain due and payable where services are not able to be immediately discontinued.

7.8 In the event of material breach of this Agreement, equitable remedies (including, without limitation, injunction and/or specific performance) shall be appropriate remedies.

8.8 The provisions of clauses 1.3, 1.7, 1.8, 2, 3, 4 and 6 shall survive termination of this Agreement, however and whenever occurring.

9. GENERAL

9.1 This Agreement constitutes the entire agreement of the Parties in relation to its subject matter and supersedes and cancels any previous understandings, commitments, arrangements, or representations whatsoever whether oral or written, express or implied in relation to the subject matter of this Agreement. This Agreement shall not be modified unless such modification is effected in writing signed by a duly authorized representative of each Party.

9.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of any such severance, the Parties shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.

9.3 This Agreement may be signed in counterparts, all of which shall constitute the same agreement.

9.4 This Agreement may not be assigned or otherwise transferred in whole or part by the Merchant without prior written agreement from PP.

9.5 Neither Party will be held liable for any loss or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control and which such Party could not anticipate or at commercially reasonable cost mitigate against by means of insurance, contingency planning or any other prudent business means. Each Party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations. If the said circumstances prevail for a continuous period of 90 days or more, then either Party shall be entitled to terminate this Agreement forthwith but without prejudice to either Party's rights in respect of all obligations arising hereunder.

9.6 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.7 A person who is not a Party to this Agreement has no right to rely upon or enforce any terms of this Agreement.

9.7 No failure to exercise and no delay in exercising, on the part of either of the Parties, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of that right or remedy and any single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy.

9.8 Notwithstanding any labels or defined terms used in this Agreement, nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party for any purpose whatsoever and neither Party shall have the authority or power to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose.

Subject always to Clause 9.9 below, any notice given under this Agreement shall be in writing and may be given by personal delivery, registered mail, courier or email, at the respective addresses of the Parties set out in this Clause, or such other addresses as may be designated in writing by either Party to the other Party in the manner specified herein for notice:

PP:

Pepper Pay LLC:

Email: info@pepperpay.com

Registered mail, courier or hand delivery:

Pepper Pay LLC

21550 Biscayne Blvd., Ste. 400, Aventura, FL 33180; Attn: Legal

Merchant:

Merchant's contact information as it appears on Order Form

9.9 Any notices sent as provided herein, if by mail, shall be sent via certified or registered mail and shall be deemed effectively given on the second Business Day after mailing. If notice is given by personal delivery, it shall be deemed effectively given on the date of delivery. In the case of notice given by email, notice shall be deemed effectively on the date receipt of email read receipt, however in any case where email read receipts are not received by the sender the notice shall be deemed to have been deemed effectively given on the second Business Day after sending of the email.

10. ENFORCEABLE AGREEMENT AND CHOICE OF LAW

10.1 This Agreement constitutes a legal, valid, and binding agreement of the Parties hereto, enforceable against each other in accordance with its terms.

10.2 This Agreement shall be governed by and construed in accordance with the laws applicable in the state of Florida and both Parties submit to the exclusive jurisdiction of the Courts situate in Miami-Dade County, Florida in relation to any dispute arising under the terms hereof.