

MERCHANT USER AGREEMENT

This Merchant User Agreement (“Agreement”) is a legal agreement between you (“you,” “your”) and SalonSwipe, Inc. (“SalonSwipe,” “SSW,” “we,” “our” or “us”) governing your use of SalonSwipe’s payment processing services, SalonSwipe Mobile Credit Card Reader, SalonSwipe Standard Credit Card Terminal and SwipeBox Standard Credit Card Terminal (together, the “Services”). Please read this Agreement carefully. This Agreement is divided into and contains three sections. Section One explains the terms that govern your use of the Services. Section Two contains additional legal terms, including provisions that limit our liability to you and require individual arbitration for any potential legal dispute. Section Three applies to the acceptance of card payments for Commercial entities. To use the Services, you must accept all of the terms of this Agreement. Furthermore:

- You are **not** committing to a contract for a predetermined length of time.
- You can cancel service at any time for any reason without a penalty.
- You will not incur a cancellation fee or early terminations upon termination of service by you or us.

SECTION ONE: TERMS GOVERNING USE OF THE SERVICE

1. SALONSWIPE ACCOUNT REGISTRATION

To use the Services, you must open an account with SalonSwipe (a “SalonSwipe Account”). During the registration process, we will ask you for personally identifiable information including your name and other personal information. It is required that you provide accurate and complete information to our questions. This information must be kept up-to-date.

2. EMAIL ADDRESS

The user name you select must be a valid email address. If a transaction dispute results from your failure to use a valid email address, you agree to indemnify SalonSwipe for any costs stemming from such dispute.

3. TERMINAL AND SOFTWARE

The standard credit card terminal and SalonSwipe iPhone and Android app software is part of the Services. Among other things, the software enables you to access and use the Services. When you require a standard credit card terminal or install the software, you will be asked to create your user profile and to establish a SalonSwipe Account on the SalonSwipe website or in the iPhone or Android App. You must complete this and other processes before you receive the ability to begin charged credit cards and receiving funds.

4. VERIFICATION AND INSPECTION

If your request to open a SalonSwipe Account is approved, SalonSwipe may request additional information from you at any time. SalonSwipe may ask you to present invoices from your suppliers, a government issued identification such as a passport or driver’s license, or a business license. SalonSwipe may also ask for permission to inspect your business location. If you refuse any of these requests, your SalonSwipe Account may be terminated. We reserve the right to suspend or terminate the SalonSwipe Account of any user who provides inaccurate, untrue, or incomplete information, or fails to comply with the account registration requirements.

5. COMPATIBLE MOBILE DEVICES AND THIRD PARTY CARRIERS

Your SalonSwipe Account permits you to accept payment card transactions on a compatible mobile credit card reader. Devices modified contrary to the manufacturer’s software or hardware guidelines, including but not limited to disabling hardware or software controls—sometimes referred to as “jailbreaking”—are not compatible mobile devices. You acknowledge that the use of a modified device to use the Services is expressly prohibited, constitutes a violation of the terms of this agreement, and is grounds for termination of your SalonSwipe Account. SalonSwipe does not warrant that the Services will be compatible with your mobile device or third party carrier.

6. YOUR SALONSWIPE ACCOUNT

By creating a SalonSwipe Account, you confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state in which it operates. The Services and your SalonSwipe Account may only be used in the fifty states of the United States of America and the District of Columbia. You may not export the Services directly or indirectly, and you acknowledge that the Services may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII).

By creating a SalonSwipe Account, you also confirm that you will not accept payments in connection with the following businesses or business activities: (1) any illegal activity, (2) buyers or membership clubs, (3) credit counseling or repair agencies, (4) credit protection or identity theft protection services, (5) direct marketing or subscription offers or services, (6) infomercial sales, (7) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an internet or telephone consultation, absent a physical visit with a physician including re-importation of pharmaceuticals from foreign countries), (8) multi-level marketing businesses, (9) inbound or outbound telemarketers, (10) prepaid phone cards or phone services, (11) rebate based businesses, (12) up-sell merchants, (13) bill payment services, (14) betting, including lottery tickets, casino gaming chips, off-track betting, and wagers at races, (15) financial institutions offering manual or automated cash disbursements, (16) financial institutions offering merchandise and services, (17) sales of money-orders or foreign currency by non-financial institutions, (18) wire transfer money orders, (19) high-risk merchants, including telemarketing merchants, (20) service station merchants, (21) automated fuel dispensers, (22) adult entertainment oriented products or services (in any medium, e.g., internet, telephone or printed material), (23) internet/mail order/telephone order firearm or weapon sales, (24) internet/mail order/telephone order cigarette or tobacco sales, (25) drug paraphernalia, (26) occult materials, (27) hate products, (28) escort services, and (29) bankruptcy attorneys.

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

7. ROLE OF SALONSWIPE

The Services allow you to accept payments, including card-based payments initiated with cards bearing the trademarks of MasterCard International Inc. and Visa Inc. (collectively, the “Networks”). We are not a bank, and we do not offer banking services as defined by the United States Department of Treasury. We also do not offer money service business (“MSB”) services as defined by the United States Department of Treasury.

As a merchant payment processor, SalonSwipe processes payments you receive from your customers. This means that we collect, analyze and relay information generated in connection with these payments.

In order to serve in this role, we must enter into agreements with Networks, other processors and banks. These third parties require that some of our users enter into an agreement with SalonSwipe’s payment processor of record. If you are such a user, we will provide you a “Commercial Entity Agreement that you must complete in order to use the Services. This may happen during the registration process or at some other time. If you fail to complete a “Commercial Entity Agreement,” we may suspend or terminate your SalonSwipe Account.

8. YOUR AUTHORIZATION

By accepting the terms of this Agreement, you authorize us to hold, receive, and disburse funds on your behalf. Your authorization permits us to generate a paper draft or an electronic funds transfer to process each payment transaction that you authorize. Your authorizations will remain in full force and effect until your SalonSwipe Account is closed or terminated.

9. RESTRICTED USE

You may use the Services only to the extent that you obey all laws, rules, and regulations applicable to your use of the Services. You may not act as a payment

intermediary, aggregator or service bureau or otherwise resell our services on behalf of any third party. This means that you may not use the Services to handle, process or transmit funds for any third party. You also may not use the Services to process cash advances.

10. UNAUTHORIZED OR ILLEGAL USE

We may decide not to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of any SalonSwipe agreement, or exposes you, other SalonSwipe users, our processors or SalonSwipe to harm. Harm includes fraud and other criminal acts. If we reasonably suspect that your SalonSwipe Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your SalonSwipe Account, and any of your transactions with law enforcement.

11. ACCEPTED CARDS

SalonSwipe works with any US-issued and most non-US issued credit, debit, pre-paid, or gift cards with a Visa, MasterCard, American Express, or Discover logo. We may remove or add Cards that we accept at anytime without prior notice. We will only process Cards that receive an authorization from the applicable Network or card issuer. The person who presents the card to you ("the Payer"), may not be authorized to use the card or otherwise contest the transaction through the Chargeback process (described below).

12. APPLICABLE NETWORK RULES

The Networks require that you and SalonSwipe comply with all applicable bylaws, rules, and regulations ("Network Rules"). The Networks have historically reserved the right to amend their rules and regulations. SalonSwipe may be required to change this agreement in connection with amendments to the Network Rules. Significant portions of the Network Rules are available to the public at usa.visa.com and www.mastercard.com.

Network Rules currently prohibit you from (a) assessing a surcharge for the use of a Card in connection with any transaction, or (b) dispensing cash on any Card transaction. The Rules also restrict your use of Network logos to indicating your acceptance of the Network cards and to other uses expressly authorized by the Networks.

13. UNDERWRITING

SalonSwipe will review some or all of the information that you submit in connection with your request to sign up for the Services. SalonSwipe may forward such information on to its processor. In order to be eligible to use the Services, you must agree that SalonSwipe may share information about you and your SalonSwipe Account to its processor. After you submit your application, SalonSwipe or its processor may conclude that you will not be permitted to use the Services.

By accepting the terms of this Agreement, you specifically authorize SalonSwipe to request identity verifying information about you, including a consumer report that contains your name and address. SalonSwipe may periodically obtain additional reports to determine whether you continue to meet the requirements for a SalonSwipe Account.

You agree that SalonSwipe is permitted to contact and share information about you and your application (including whether you are approved or declined), and your SalonSwipe Account with your bank or other financial institution. This includes sharing information (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the service, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct SalonSwipe's risk management process.

14. OUR FEES

You agree to pay the applicable fees listed on our Fee Schedule ("Fees") whenever you use the Services. Subject to the terms of this Agreement, we reserve the right to change our Fees. If we change our Fees, we will give you thirty (30) days notice of any change. You will not be permitted to continue to use the Services unless you consent to the change in Fees. To withdraw your consent, you will need to close your SalonSwipe Account. All Balances and all Fees, charges, and payments collected or paid through the Services are denominated in US dollars.

15. ACCESS TO SALONSWIPE ACCOUNT FUNDS

Subject to the payout schedule identified below, we will deposit to your SalonSwipe Account the amounts actually received by us for transactions submitted through the Services (less any applicable Fees). Once your bank account information is verified, SalonSwipe will automatically deposit your money in your designated bank account.

In the event that you do not have an ACH-enabled SalonSwipe Account, we reserve the right to close your account and mail you a physical check for transaction processed up to the time that your account is closed. Check requests will be subject to a processing fee of \$10 and an identity verification process.

Funds for any given transaction will not be deposited until the transaction is deemed complete. Transactions will be deemed complete when we have received or sent the funds and when we or the designated financial institutions have accepted the transaction or funds. You are responsible for monitoring your transactions and ensuring that our payments to you are correct. You must notify us of any errors in payments made to you within sixty (60) days of the error first appearing on your electronic transaction history. Failure to notify us of such an error will be deemed a waiver of any right to amounts owed to you.

16. PAYOUT SCHEDULE

Once you validate your US bank account or provide a copy of a voided check, SalonSwipe will automatically initiate a payout to your bank account at the end of every business day. Payouts to your bank account will normally register within 1-2 business days.

If you accrue more than \$1,000 in card-not-present sales during any trailing seven day period, SalonSwipe will defer depositing the amount in excess of \$1,000 for 30 days. Card-not-present sales are transactions where the payment card is not swiped using the SalonSwipe Card Reader. If you think your account is likely to exceed \$1,000 in card-not-present sales per week, contact SalonSwipe support to inquire about accelerating your payout schedule. Upon receiving this request, or once you exceed \$1,000 in weekly card-not-present sales, SalonSwipe will conduct a review of your SalonSwipe Account to determine if you qualify for acceleration. SalonSwipe will consider a variety of factors in making its decision, including but not limited to a proprietary set of rules, chargeback rates, transaction behavior, and other supplemental data about your business.

17. AVAILABILITY OF FUNDS

Should SalonSwipe need to conduct an investigation or resolve any pending dispute related to your SalonSwipe Account, we may defer payout or restrict access to your funds for the entire time it takes for us to do so. We also may defer payout or restrict access to your funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity.

18. SALONSWIPE ACCOUNT HISTORY

When a payment is made to your SalonSwipe Account, we will update your SalonSwipe Account activity on the website and provide you a transaction confirmation. The confirmation will serve as your receipt. Summaries of your SalonSwipe Account activity, including monthly statements, are available on our website for up to one year of account activity. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your SalonSwipe Account and your use of the Services, and (b) reconciling all transactional information that is associated with your SalonSwipe Account. If you believe that there is an error or unauthorized transaction activity is associated with your SalonSwipe Account, you agree to contact us immediately.

19. RESERVE

At any time and from time to time, we may temporarily suspend or delay payments to you and/or designate an amount of funds that we must maintain in your SalonSwipe Account or in a separate reserve account (a "Reserve") to secure the performance of your payment obligations under this Agreement. We may require a Reserve for any reason, including if you have a high rate of Chargebacks (described in Section 27), refunds, or other indications of performance problems related to your use of the Services. The Reserve will be in an amount as reasonably determined by us to cover anticipated Chargebacks, returns, unshipped merchandise and/or unfulfilled products or

services or credit risk based on your processing history or such amount designated by our processor. The Reserve may be raised, reduced or removed at any time by SalonSwipe, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in SalonSwipe's favor, or otherwise as SalonSwipe or its processor may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your SalonSwipe Account, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Agreement, including without limitation for any reversals of deposits or transfers made to your SalonSwipe Account. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve.

20. SALONSWIPE ACCOUNT BALANCES

You may, but are not required to hold monetary balances that you receive in your SalonSwipe Account (your "Balance"). When you carry a Balance, your funds will be commingled and held with other participants' funds in one or more pooled accounts at one or more FDIC-insured banks by us on your behalf and for the benefit of you and other users holding balances (each a "Pooled Account"). US dollar balances held in the pooled account are eligible for FDIC pass-through insurance, meaning that your Balance may be insured up to the FDIC maximum, which is currently \$250,000. We have sole discretion over the establishment and maintenance of any pooled account. Funds associated with your SalonSwipe Account will at all times be held separate from our corporate funds. We will not use your funds for our corporate purposes (including the granting of any security or similar interest), will not voluntarily make funds available to our creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit our creditors to attach the funds. You will not receive interest or any other earnings on any funds that we handle for you. As consideration for using the Services, you irrevocably assign to us all rights and legal interests to any interest and/or other earnings that may accrue or be attributable to our holding of your Balance in a pooled account or Reserve (described below).

21. RECEIPTS

When your customer is present at the time of the transaction and signs the SalonSwipe Signature Screen, you benefit from the Payment Network rules for card present transactions. You agree to request that your customer personally sign for all transactions greater than \$25.00 when your customer is present. You must make a written receipt available to your customers for any transaction greater than fifteen dollars (\$15.00). You may give your customers the option to receive or decline a written receipt. As a convenience, but not in lieu of a written receipt, you may also offer SalonSwipe electronic receipts for delivery through email to your customers.

22. RECEIPTS FOR 501(C)(3) ORGANIZATIONS

If you operate a 501(c)(3) organization you may offer SalonSwipe electronic receipts to your donors as a convenience, by completing the required fields in the "Account" section of our website. You acknowledge that not all payments made to your organization will be eligible for classification as "tax deductible to the extent allowed by law," and you assume full responsibility for the classification of your transactions. SalonSwipe specifically disclaims any liability in this regard.

23. TAXES

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with your use of our software and services ("Taxes"). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

If in a given calendar year you receive (i) more than \$20,000 in gross amount of payments and (ii) more than 200 payments, SalonSwipe will report annually to the Internal Revenue Service ("IRS"), as required by law, your name, address, Tax Identification Number (such as a Social Security Number (SSN), or Employer

Identification Number (EIN)), the total dollar amount of the payments you receive in a calendar year, and the total dollar amount of the payments you receive for each month in a calendar year.

24. CUSTOMER SERVICE

You are solely responsible for all customer service issues relating to your goods or services, including pricing, order fulfillment, order cancellation by you or customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us. As between you and us, we are solely responsible for customer service issues relating to any SalonSwipe Account, payment, card processing, debiting or crediting.

25. REFUNDS AND RETURNS

By accepting payment card transactions with a SalonSwipe, you agree to process returns of, and provide refunds and adjustments for, your goods or services through your SalonSwipe Account in accordance with this Agreement and Network Rules. Network Rules require that you will (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to customers at the time of purchase, (c) not give cash refunds to a customer in connection with a Card sale, unless required by law, and (d) 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 data except by the exact amount required to reimburse the customer for postage that the customer paid to return merchandise. If you accept returns and are making an uneven exchange of merchandise (e.g., the sales price is not the same), you must issue a credit for the total amount of the merchandise being returned and complete a new sale for any new merchandise. Please be aware, if your refund policy prohibits returns or is unsatisfactory to the buyer, you may still receive a Chargeback relating to such sales.

You can process a refund through your SalonSwipe Account up to sixty (60) days from the day you accepted the payment. If you are using a standard credit card terminal, you are responsible processing a customer refund yourself. If you are using a mobile credit card reader and do not have the capability or do not wish to process the refund yourself, SalonSwipe will process the refund for you. SalonSwipe will then withdraw the amount you were paid (the sale amount minus the initial transaction fee) from your bank account or offset the total refund amount against any new or existing transactions, and credit it back into your customer's card. The Fees are also refunded by SalonSwipe, so the full purchase amount is always returned to your customer. SalonSwipe has no obligation to accept any returns of any of your goods or services on your behalf.

26. YOUR LIABILITY FOR CHARGEBACKS

The amount of a transaction may be reversed or charged back to your SalonSwipe Account (a "Chargeback") if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a Payer's or our financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement.

27. OUR COLLECTION RIGHTS FOR CHARGEBACKS

For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. We may deduct the amount of any Chargeback and any associated Fees, fines, or penalties listed in the Fee Schedule or assessed by the Association or our processor from your SalonSwipe Account (including without limitation any Reserve), any proceeds due to you, your bank account, or other payment instrument registered with us. If you have pending Chargebacks, we may delay payouts from your SalonSwipe Account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a customer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation

attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of all SalonSwipe Account deficit balances unpaid by you.

28. EXCESSIVE CHARGEBACKS

If we determine that you are incurring an excessive amount of Chargebacks, we may establish controls or conditions governing your SalonSwipe Account, including without limitation, by (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Services.

29. CONTESTING CHARGEBACKS

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Services. To that end, you permit us to share information about a Chargeback with the payer, the payer's financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, we will release the reserved funds to your SalonSwipe Account. If a Chargeback dispute is not resolved in your favor by the Association or issuing bank or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in this Agreement. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within fifteen (15) days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

30. OUR SET-OFF RIGHTS

To the extent permitted by law, we may set off against the Balances for any obligation you owe us under this Agreement, including without limitation any Chargebacks. If you are using a standard credit card terminal, all fees charged at the end of the month and are collected from the same checking account that we deposit funds. If you are using a mobile credit card reader, all Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the Balance in your SalonSwipe Account. If you owe us an amount that exceeds your Balance, we may charge or debit a payment instrument registered in your SalonSwipe Account. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and any applicable interest.

31. DORMANT SALONSWIPE ACCOUNTS

If there is no activity in your SalonSwipe Account (including access or payment transactions) for at least two (2) years, consecutively, and you have a Balance, we will notify you by sending an email to your registered email address and give you the option of keeping your SalonSwipe Account open and maintaining the Balance, withdrawing the Balance, or requesting a check. If you do not respond to our notice within thirty (30) days, we will automatically close your SalonSwipe Account and escheat your funds in accordance with applicable law, and if permitted, to SalonSwipe.

32. SALONSWIPE PROCESSING ERRORS

We will attempt to rectify processing errors that we discover. If the error resulted in your receipt of less than the correct amount to which you were entitled, SalonSwipe will credit your SalonSwipe Account for the difference. If the error results in your receipt of more than the correct amount to which you were entitled, SalonSwipe will debit the extra funds from your SalonSwipe Account. SalonSwipe will only correct transactions that you process incorrectly if and when you notify us of such an error. Your failure to notify us of a processing error within thirty (30) days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

33. YOUR PRIVACY

Your privacy is very important to SalonSwipe. Upon acceptance of this Agreement, you confirm that you have read, understood and accepted SalonSwipe's Privacy Policy.

34. PRIVACY OF OTHERS

By using the Services, you may receive information about payers or other users. You must keep such information confidential and only use it in connection with the Services. You may not disclose or distribute any such information to a third party or use the information for marketing purposes unless you receive the express consent of the user.

35. DISCLOSURES AND NOTICES

Upon acceptance of this Agreement, you confirm that you have read, understood, and accepted SalonSwipe's E-Sign Consent policy. You agree that SalonSwipe can provide disclosures and notices required by law and other information about your SalonSwipe Account to you electronically by posting it on our website, or by emailing it to the email address listed in your SalonSwipe Account. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within 24 hours of the time posted to our website, or within 24 hours of the time emailed to you unless we receive notice that the email was not delivered.

36. USER CONTENT

In connection with registration for a SalonSwipe Account, users may upload photos or other materials or information to the Services ("User Content"). You agree that you will not upload User Content to the Services unless you have created that content yourself, or you have permission from the copyright owner to do so.

For any User Content that you upload to the Services, you grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sublicensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display that User Content throughout the world in any media in order to provide and promote the Services and SalonSwipe's business. You retain all rights in your User Content, subject to the rights granted to SalonSwipe in this Agreement. You may modify or remove your User Content via your SalonSwipe Account or by terminating your SalonSwipe Account.

You agree not to upload to the Services or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches any duty toward or rights of any person or entity, including rights of publicity or privacy; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with SalonSwipe's or its partners' products and services, as determined by SalonSwipe in its sole discretion; or (f) in SalonSwipe's sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose SalonSwipe, its affiliates, or users to harm or liability of any nature.

Although SalonSwipe has no obligation to screen, edit, or monitor any User Content, SalonSwipe reserves the right, and has absolute discretion, to remove, screen, edit, or disable any User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

37. COPYRIGHT INFRINGEMENT

SalonSwipe respects the intellectual property rights of others and asks you to do the same. It is SalonSwipe's policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on the Services in a way that constitutes copyright infringement, please contact SalonSwipe's copyright agent at the address below and provide the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyright-protected work that you claim has been infringed; (c) the location on the Services of the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a statement by you regarding your good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright

owner's behalf. By submitting a copyright infringement notice, you acknowledge and agree that SalonSwipe or its copyright agent may forward the information you provide in this notice to the person who uploaded the allegedly infringing material. You may write to SalonSwipe's designated agent for notice of copyright infringement at:

SalonSwipe, Inc.
Attn: Legal
1015 E Imperial Hwy, Suite C8
Brea, CA 92821

If you believe that your removed or disabled User Content is not infringing, or that you have the authorization or right to post and use that User Content from the copyright owner, the copyright owner's agent, or pursuant to law, you may send a counter-notice containing the information required by Section 512(g)(3) of the Digital Millennium Copyright Act (17 USC § 512(g)(3)). SalonSwipe or its copyright agent will forward your counter-notification to the party who submitted the original copyright infringement claim. If the original claimant does not file an action seeking a court order to restrain you from engaging in infringing activity related to the removed or disabled User Content within 10 business days of receiving the counter-notice from SalonSwipe, then SalonSwipe may, in its sole discretion, reinstate the removed or disabled material.

38. SECURITY

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

39. TERMINATION

If your SalonSwipe Account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the license provided under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) that SalonSwipe shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or account data.

40. YOUR RIGHT TO TERMINATE

You may terminate this Agreement and other SalonSwipe agreements by closing your SalonSwipe Account at any time without a penalty or early termination fee. Upon closure of a SalonSwipe Account, any pending transactions will be cancelled. Any funds that we are holding in custody for you at the time of closure, less any applicable Fees, will be paid out to you according to your payout schedule, assuming all payout-related authentication requirements have been fulfilled (for example, you may not close your SalonSwipe Account as a means of evading your payout schedule). If an investigation is pending at the time you close your SalonSwipe Account, we may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds in dispute, we will release those funds to you.

41. SUSPENSION OR TERMINATION BY US

We may terminate this Agreement and close your SalonSwipe Account for any reason or no reason at any time upon notice to you. We may also suspend the Services and access to your SalonSwipe Account (including the funds in your SalonSwipe Account) if you (a) have violated the terms of this Agreement, any other agreement you have with SalonSwipe, or SalonSwipe's policies, (b) pose an unacceptable credit or fraud risk to us, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

42. EFFECT OF TERMINATION

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Services. Any termination of this Agreement does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement.

SECTION TWO: ADDITIONAL LEGAL TERMS

43. YOUR LICENSE

SalonSwipe 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 accept and receive 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) thereto provided to you by SalonSwipe. You will be entitled to download updates to the Services, subject to any additional terms made known to you at that time, when SalonSwipe makes these updates available.

While we want you to enjoy the Services, you 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 SalonSwipe system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with SalonSwipe referencing this Section 44(i) 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 SalonSwipe; (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 on the Services or any SalonSwipe service or product, 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.

44. OWNERSHIP

The Services are licensed and not sold. SalonSwipe reserves all rights not expressly granted to you in this Agreement. The Services are protected by copyright, trade secret and other intellectual property laws. SalonSwipe owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. This Agreement does not grant you any rights to SalonSwipe's trademarks or service marks.

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 therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

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

45. INDEMNITY

You will indemnify, defend, and hold us and our processors harmless (and our respective employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our Policies or the Networks' rules; (b) your wrongful

or improper use of the Services; (c) any transaction submitted by you through the Services (including without limitation the accuracy of any Product Information that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (e) your violation of any law, rule or regulation of the United States or any other country; (f) any other party's access and/or use of the Services with your unique username, password or other appropriate security code.

46. REPRESENTATION AND WARRANTIES

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your name or business name under which you sell goods and services; (d) any sales transaction submitted by you will represent a bona fide sale by you; (e) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a purchaser; (f) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (g) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including any applicable tax laws and regulations; (h) except in the ordinary course of business, no sales transaction submitted by you through the Services will represent a sale to any principal, partner, proprietor, or owner of your entity; (i) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; (j) your use of the Services will be in compliance with this Agreement.

47. NO WARRANTIES

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR 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 SALONSWIPE OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, SALONSWIPE, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

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

48. LIMITATION OF LIABILITY AND DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SALONSWIPE, ITS PROCESSORS, ITS SUPPLIERS, OR ITS LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL SALONSWIPE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR SALONSWIPE ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SALONSWIPE, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SALONSWIPE, ITS PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SALONSWIPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Services are controlled and operated from facilities in the United States. SalonSwipe makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

49. DISPUTES

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact the SalonSwipe Help Center with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and SalonSwipe ("SalonSwipe" includes its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees)) are defined for the purposes of this Agreement to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and SalonSwipe including but not limited to any claims relating in any way to this Agreement (including its breach, termination, or interpretation), any other aspect of our relationship, SalonSwipe advertising, and any use of SalonSwipe software or services. "Disputes" also include any claims that arose before this Agreement and that may arise after termination of this Agreement.

50. BINDING INDIVIDUAL ARBITRATION

You and SalonSwipe agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON A INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST SALONSWIPE. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). 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) or JAMS (www.jamsadr.org) according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through

arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Orange County, California, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. For any Dispute, SalonSwipe will pay all the arbitration fees. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, SalonSwipe will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and SalonSwipe also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of SalonSwipe services. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the County of Orange, California, or federal court for the Northern District of California.

51. GOVERNING LAW

This Agreement and any Dispute will be governed by California law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

52. LIMITATION ON TIME TO INITIATE A DISPUTE

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

53. RIGHT TO AMEND

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Services with notice that we in our sole discretion deem to be reasonable in the circumstances, including such notice on our website at salonswipe.com or any other website maintained or owned by us for the purposes of providing services in terms of this Agreement. Any use of the Services after our publication of any such changes shall constitute your acceptance of this Agreement as modified. However, any Dispute that arose before the modification shall be governed by the Agreement (including the binding individual arbitration clause) that was in place when the Dispute arose.

54. ASSIGNMENT

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SalonSwipe without restriction.

55. THIRD PARTY SERVICES AND LINKS TO OTHER WEB SITES

You may be offered services, products and promotions provided by third parties and not by SalonSwipe ("Third Party Services"). If you decide to use these Third Party Services you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that SalonSwipe is not responsible for the performance of these services. The SalonSwipe website may contain links to third party websites as a convenience to you. The inclusion of any website link does imply an approval, endorsement, or recommendation by SalonSwipe. You agree that you access any such website at your own risk, and that the site is not governed by the terms and conditions contained in this Agreement. SalonSwipe expressly disclaims any liability for these websites. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

56. OTHER PROVISIONS

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and SalonSwipe, and they describe the entire liability of

SalonSwipe and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of the Services. In the event of a conflict between this Agreement and any other SalonSwipe agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that SalonSwipe may have under trade secret, copyright, patent, or other laws. SalonSwipe's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

57. SURVIVAL

In addition to any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, the following sections of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: 13, 15-20, 24, 25, 27-33, 35, 37, 38, 45-58.

SECTION THREE: COMMERCIAL ENTITY

SALONSWIPE COMMERCIAL ENTITY AGREEMENT

This Commercial Entity User Agreement (this "Agreement") is provided to all users of the SalonSwipe, Inc. ("SalonSwipe") standard credit card terminal, mobile application, card reader device, and payments service (collectively, the "SalonSwipe Service") for the acceptance of credit card payments that are "Commercial Entities" as defined by Visa, Inc. and MasterCard International, Inc. (collectively, the "Card Brands"). As such an entity, the merchant signing or electronically agreeing to the terms hereof ("Merchant") is entering into this Agreement with Fifth Third Bank, N.A. (the "Member"), and Vantiv, LLC ("Vantiv"), to govern the authorization, conveyance and settlement of Transactions utilizing the SalonSwipe Service. By entering into this Agreement Merchant is fulfilling the Card Brand Rules requiring a direct contractual relationship between the Member and Merchant, and Merchant is agreeing to comply with Card Brand Rules as they pertain to payments Merchant receives through SalonSwipe. Vantiv shall be a third-party beneficiary of, and may enforce any provisions of, or cease providing credit card processing services under, the Merchant User Agreement ("User Agreement").

1. CARD BRAND RULES AND ACCEPTANCE REQUIREMENTS

Merchant agrees to comply with all Card Brand Rules as may be applicable to Merchant and in effect from time to time, and such other procedures as SalonSwipe and/or Vantiv may from time to time prescribe relating to Merchant's acceptance of Cards. Without limiting the generality of the foregoing, Merchant agrees to each of the following requirements and restrictions:

(A) Bona Fide Transactions.

Merchant shall not submit any Transaction that is not a bona fide Transaction. A bona fide Transaction means a Transaction that is (i) between the Merchant and its customer, (ii) for the sale of goods and/or services (or a Refund for such a sale) that are Merchant's property or that Merchant has the legal right to sell, (iii) submitted on behalf of Merchant (and not on behalf of any third party), and (iv) legal, authorized by the Customer, non-fraudulent or otherwise damaging to the Card Brand(s), and is, to the Merchant's knowledge, enforceable, collectible, and in full compliance with this Agreement, applicable law, or Card Brand Rules.

(B) Minimum/Maximum Thresholds For Card Acceptance; Surcharges.

Except as expressly permitted by law, Merchant shall not (i) set a dollar amount above or below which Merchant refuses to honor Cards, (ii) impose or require the Customer to pay any fee or charge (including, without limitation, any surcharge or finance charge or any of the fees payable by Merchant under this Agreement) in connection with or as a condition of the use or acceptance of a Card.

(C) Split Transactions.

Merchant agrees to submit a single Transaction for the full amount of each sale. Merchant shall not split a single Transaction into two or more Transactions.

(D) Taxes.

Merchant shall not add any tax or surcharge to Transactions, unless applicable law expressly allows or requires the Merchant to impose such tax or surcharge. If any tax or surcharge amount is allowed, such amount shall be included in the Transaction amount and shall not be collected separately.

(E) Use of Card Account Numbers.

Merchant shall not request or use Card Information for any purpose except as payment for its goods or services or to provide a Refund for goods or services previously sold, unless required by the Card Brand Rules. Merchant agrees that (i) it will not use the Card Information for any purpose that it knows or should know to be fraudulent or in violation of any Card Brand; (ii) it will not sell, purchase, provide or exchange in any manner or disclose Card Information to anyone other than its acquirer, any Card Brand, or in

response to a government request; and (iii) it will be compliant with the Security Standards, including the Payment Card Industry Data Security Standards (PCI DSS) and will cooperate in a forensic investigation if so required.

(F) Existing Debt.

Merchant shall not submit a Transaction for any purpose other than a current Transaction. Transactions shall not represent the collection of a dishonored check or the collection, transfer or refinancing of any existing or prior debt or obligation. Merchant shall not attempt to recharge a Customer for an item that has been the subject of a Chargeback by the Customer, even with the Customer's consent. Merchant shall not submit any Transaction which it knows or should know to be unenforceable or uncollectable.

(G) Time of Payment.

At the time Merchant accepts a Card for any goods or services, the goods shall have been provided or shipped or the services actually rendered to the Customer, except as specifically stated otherwise in Merchant's Application (or otherwise approved in writing by Vantiv in advance).

(H) Cash Advances.

Merchant shall not disburse or advance any cash to a Customer (except as authorized by the Card Brand Rules) or to itself or any of its representatives, agents, or employees in connection with a Transaction, nor shall Merchant accept payment for effecting credits or issuing Refunds to a Customer.

(I) Discrimination.

Unless permitted by the Card Brand Rules, Merchant shall not engage in any practice that unfavorably discriminates against or provides unequal treatment of any Card Brand relative to any other Card Brand.

(J) Refunds/Credits.

Any Transaction submitted to Vantiv to credit a Customer's Card account represents a Refund for a prior Transaction submitted to Vantiv using the same Card.

(K) Installment Plans.

Unless specifically stated in its Application or otherwise approved in writing by Vantiv in advance, Merchant shall not accept Cards in connection with installment plans. If the Customer pays in installments or on a deferred payment plan, as previously approved by Vantiv, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the dates the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Vantiv for processing, shall be deemed to be a part of the original Transaction.

(L) Recurring Transactions.

For recurring Transactions, Merchant must (i) obtain the Customer's consent to periodically charge the Customer on a recurring basis for the goods or services purchased; (ii) retain this permission for the duration of the recurring services and provide it upon request to Vantiv or the issuing bank of the Customer's Card; and (iii) retain written documentation specifying the frequency of the recurring charge and the duration of time during which such charges may be made. Merchant shall not submit any recurring transaction after receiving: (i) a cancellation notice from the Customer; or (ii) notice from Vantiv or any Card Brand (via authorization code or otherwise) that the Card is not to be honored. Merchant shall include in its Transaction Data the electronic indicator that the Transaction is a recurring Transaction.

(M) Merchant Identification.

Merchant agrees to prominently and unequivocally inform the Customer of the identity of the Merchant at all points of interaction.

(N) Visa and MasterCard Marks.

Merchant is authorized to use the Visa and MasterCard logos or marks only on Merchant's promotional materials and website to indicate that Visa and MasterCard cards are accepted as funding sources for SalonSwipe Transactions.

(O) Chargebacks.

Merchant shall use all reasonable methods to resolve disputes with the Customer. Should a Chargeback dispute occur, Merchant shall promptly comply with all requests for information from SalonSwipe. Merchant shall not attempt to recharge a Customer for an item that has been charged back to the Customer, even with the Customer's consent. You shall have full liability for the amount of any and all successful Chargebacks (and may have conditional liability for such Chargebacks prior to their final adjudication pursuant to the Card Brand Rules).

2. AUTHORIZATIONS REQUIRED FOR ALL TRANSACTIONS

Merchant is required to obtain an authorization through the SalonSwipe Service, in accordance with this Agreement, for each Transaction. Vantiv reserves the right to refuse to process any Transaction Data presented by Merchant unless it includes a proper authorization.

3. REFUNDS

Merchant is required to maintain a Refund Policy if Merchant limits refund/exchange terms or other specific conditions for Card Transactions, Merchant's policy must be clearly provided to the Customer prior to the sale and as part of the sale confirmation process. Proper disclosure would include wording that is prominently displayed and states "NO REFUND, EXCHANGE ONLY" or something substantially similar and includes any special terms. Qualifying Merchant's refund or exchange terms does not completely eliminate Merchant's liability for a refund because consumer protection laws and Card Brand Rules frequently allow the Customer to still dispute these items. If, under Merchant's Refund Policy, Merchant allows a Refund, Merchant shall implement such Refund within three (3) days of approving the Customer's request for such Refund. The amount of a Refund cannot exceed the amount shown as the total on the original Transaction Data except by the exact amount required to reimburse the Customer for shipping charges that the Customer paid to return merchandise. Merchant shall not accept any payment from a Customer as consideration for issuing a Refund.

4. TERM AND TERMINATION

This Agreement is effective upon the date Merchant agrees to it (by electronically indicating acceptance hereof or otherwise) and continues so long as Merchant uses the SalonSwipe service or until terminated by Merchant or Vantiv. This Agreement will terminate automatically upon any termination or expiration of Merchant's User Agreement. This Agreement may be terminated by Vantiv at any time based on a breach of any of Merchant's obligations under this Agreement or the User Agreement, or based on the termination of the payment processing relationship between SalonSwipe and Vantiv. In addition and without limiting the generality of the foregoing, Vantiv may terminate this Agreement at any time upon written notice to Merchant as a result of any of the following events: (a) irregular Transactions by Merchant, excessive Chargebacks, or any other circumstances which, in Vantiv's discretion, may increase Vantiv's or Member's exposure for Merchant's Chargebacks or otherwise present an Anticipated Risk to Vantiv; (b) Merchant fails in any material respect in performance or observance of any term, covenant, condition, or agreement contained in this Agreement or the User Agreement, including, without limitation, the funding or establishing of any reserve account which SalonSwipe may require; (c) a case or other proceeding shall be commenced by or against Merchant in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator, or the like of Merchant, or of all or any substantial part of the assets, domestic or foreign, of Merchant, and such case or proceeding shall continue undismissed or unstayed for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding against Merchant (including, without limitation, an order for relief under the Bankruptcy Code)

shall be entered; (d) any Card Brand notifies Vantiv or Member that it is no longer willing to accept Merchant's Transaction Data or requires Vantiv or Member to terminate or limit this Agreement; (e) Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Card Brands; or (f) Merchant engages in conduct that creates or could tend to create harm or loss to the goodwill of any Card Brand, Vantiv, or SalonSwipe, or which otherwise may impose undue risk of harm to any Card Brand, Vantiv or SalonSwipe. Notwithstanding any termination of this Agreement, those terms which by their nature are intended to survive termination (including without limitation, indemnification obligations and limitations of liability) shall survive.

Termination does not affect either party's respective rights and obligations under this Agreement as to Transaction Data submitted before termination.

5. INDEMNITY

Vantiv agrees to indemnify and hold Merchant harmless from and against all losses, liabilities, damages and expenses: (a) resulting from any breach of any warranty, covenant, or agreement or any misrepresentation by each of us under this Agreement; or (b) arising from our or our employee's gross negligence or willful misconduct in connection with this Agreement. Merchant agrees to indemnify and hold Vantiv harmless from and against all losses, liabilities, damages and expense: (a) resulting from any breach of any warranty, covenant or agreement or any misrepresentation by Merchant under this Agreement; (b) arising out of Merchant's or its employees' negligence or willful misconduct, in connection with Transactions or otherwise arising from Merchant's provision of goods and services to Customers; (c) arising out of Merchant's use of the SalonSwipe Service; of (d) arising out of any third party indemnifications Vantiv is obligated to make, or liabilities or other obligations Vantiv may incur, as a result of Merchant's actions (including indemnifications of or liabilities to, any Card Brand or Card-issuing bank).

6. INFORMATION ABOUT MERCHANT'S BUSINESS

6.1 ADDITIONAL FINANCIAL INFORMATION

Upon five (5) days' written notice at any time, Merchant agrees to furnish to Vantiv such financial statements and financial information as Vantiv may request relating to Merchant, Merchant's creditworthiness and/or Merchant's ability to fulfill its financial and other obligations under this Agreement.

6.2 AUDIT RIGHTS

With prior notice and during Merchant's normal business hours, Vantiv's duly authorized representatives may visit Merchant's business premises and may examine Merchant's books and records that pertain to Merchant's Transactions or Merchant's compliance with this Agreement.

6.3 OTHER INFORMATION.

Merchant agrees to provide Vantiv at least 30 days' prior written notice of its intent to change current product lines or services, Merchant's trade name, or the manner in which Merchant accepts Payment Instruments. If Vantiv determines such a change is material to its relationship with Merchant, Vantiv may refuse to process Transaction Data made subsequent to the change or terminate this Agreement. Merchant agrees to provide Vantiv with prompt written notice if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant's signature on this Agreement authorizes Vantiv to perform any credit check deemed necessary with respect to Merchant. Merchant will also provide Vantiv with prompt written notice of (i) any adverse change in Merchant's financial condition, (ii) any planned or anticipated liquidation or substantial change the basic nature of Merchant's business, (iii) any transfer or sale of any substantial part (25% or more in value) of Merchant's total assets, or (iv) if Merchant or Merchant's parent is not a corporation whose shares are listed on a national securities exchange or on the over-the-counter market, any change in the control or ownership of Merchant or Merchant's parent. Merchant will also notify Vantiv of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of Merchant's total assets not later than three days after Merchant obtains knowledge of any such judgment, writ, warrant of attachment, execution or levy.

7. Disclaimer; Limitation of Damages

We will, at our own expense, correct any Transaction Data to the extent that such errors have been caused by us or by malfunctions of our processing systems. Under no circumstances will Vantiv's financial responsibility for our failure of performance under this Agreement exceed the total fees paid to us under this Agreement (net of Card Brand fees, third party fees, interchange, assessments, penalties and fines) for the six months prior to the time the liability arose. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO MERCHANT'S FAILURE TO COMPLY WITH THE SECURITY STANDARDS, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGE TO DATA TRANSMITTED ELECTRONICALLY IN CONNECTION WITH THIS AGREEMENT. ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, AND VANTIV AND MEMBER HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

8. Miscellaneous

8.1 APPLICATION AND CREDIT CHECK

Merchant represents and warrants that statements made on its Application for this Agreement are true as of the date of its execution of this Agreement. Merchant's signature on this Agreement authorizes Vantiv to perform any credit check deemed necessary with respect to Merchant.

8.2 SECTION HEADINGS

The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

8.3 ASSIGNMENT

Vantiv may assign this Agreement to an entity qualified under Card Brand Rules to perform its obligations under this Agreement. Merchant cannot assign or transfer your rights or delegate its responsibilities under this Agreement without Vantiv's prior written consent. Failure to obtain our consent may result in a termination of this Agreement. Any permitted assignee or successor entity must provide such additional information and execute such additional documentation or take any further actions as Vantiv may request in order to ensure continued processing of Transactions under this Agreement.

8.4 PARTIES.

This Agreement binds Merchant and its respective heirs, representatives, and permitted and approved successors (including those by merger and acquisition) or any permitted assigns.

8.5 SEVERABILITY.

Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Card Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

8.6 WAIVERS.

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.7 ENTIRE AGREEMENT.

This Agreement represents the entire understanding between Merchant and Vantiv with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of Vantiv or its representatives. The parties acknowledge and

agree (i) that this Agreement applies only to Transaction Data generated within the United States; and (ii) that this is a contract for commercial services.

8.8 NOTICES.

Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed), to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

8.9 GOVERNING LAW; WAIVER OF JURY TRIAL; ARBITRATION.

This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in Orange County, CA. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION AND THAT (i) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST VANTIV, MEMBER, OR RELATED THIRD PARTIES; (ii) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST VANTIV, MEMBER OR RELATED THIRD PARTIES; (iii) MERCHANT IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST VANTIV, MEMBER AND/OR RELATED THIRD PARTIES. Any claim, dispute, or controversy ('Claim') by either Merchant, Vantiv or Member against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Merchant, Vantiv's or Member's negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Merchant and Vantiv will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between Merchant and Vantiv and/or Member. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND VANTIV MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

8.10 FORCE MAJEURE

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our

vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 15.11 will affect or excuse your liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.

8.11 AMENDMENT

This Agreement may be amended at any time by Vantiv upon 30 days notice to you. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Card Brand Rules or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Your electronic signature or continued submission of Transactions to us following such notice will be deemed to be your acceptance of such amendment.

9. DEFINITIONS

“Application” is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information, to induce us to enter into this Agreement with you and that has induced us to process your Transactions under the terms and conditions of this Agreement.

“Chargeback” is a reversal of a Transaction you previously presented to Vantiv pursuant to Card Brand Rules.

“Customer” is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card.

“Merchant”, “you”, and “your” is the Merchant identified in the Application on the cover page of the Agreement.

“Member” is Fifth Third Bank, N.A. or other entity providing sponsorship to Vantiv as required by all applicable Card Brand. Member is a principal party to this Agreement and your acceptance of Card Brand products is extended by the Member.

“Payment Application” is a third party application used by merchant that is involved in the authorization or settlement of Transaction Data.

“Card Brand” is any payment method provider whose payment method is accepted by Vantiv for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Card Brand also includes the Payment Card Industry Security Standards Council.

“Card Brand Rules” are the bylaws, rules, and regulations, as they exist from time to time, of the Card Brands.

“Payment Application” is a third party application used by Merchant that is involved in the authorization or settlement of Transaction Data.

“Card” is an account, or evidence of an account, authorized and established between a Customer and a Card Brand, or representatives or members of a Card Brand that you accept from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

“Card Information” is information related to a Customer or the Customer’s Card, that is obtained by Merchant from the Customer’s Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and

expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

“Vantiv”, “we”, “our”, and “us” is Vantiv, LLC, an Ohio limited liability company, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384.

“Security Standards” are all rules, regulations, standards or guidelines adopted or required by the Card Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program (“CISP”), Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program (“SDP”), Visa’s Payment Application Best Practices (“PABP”), the Payment Card Industry’s Payment Application Data Security Standard (“PA DSS”), MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

“Service Provider” is any party that processes, stores, receives, transmits or has access to Card Information on your behalf, including, but not limited to your agents, business partners, contractors and subcontractors.

“Transaction” is a transaction conducted between a Customer and Merchant utilizing a Card in which consideration is exchanged between the Customer and Merchant.

“Transaction Data” is the written or electronic record of a Transaction, including but not limited to an authorization code or settlement record.