



DUES PAYMENT™

POWERED BY YAPSTONE

YapStone Payment Processing Application and Agreement

CLIENT INFORMATION			
Legal Business Name:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> S Corp		
DBA:	<i>Business Type and ID #</i>	Tax ID: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
	SSN of Majority Owner (if applicable):		
Street Address:	City:	State:	Zip:
Primary Contact:	Phone:	Email:	
Registered Address(if different):	City:	State:	Zip:
CLIENT PROFILE			
Business Area: <input type="checkbox"/> Rent <input type="checkbox"/> Storage <input type="checkbox"/> Vacation <input type="checkbox"/> Dues <input type="checkbox"/> Inn		Visa/MasterCard/Discover Currently Accepted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Average Assessment / Dues Amount (\$):		Projected Annual Volume (\$):	
# of Locations	Business Website(s):		
Will employees or third parties be given access to card-holder data under this Agreement? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please attach a detailed list.			
BANK/ACH PERMISSIONS			
Client hereby authorizes YapStone to debit and credit the bank account detailed in this form, for purposes of depositing Payments to Client, debiting from Client any chargebacks, refunds, or reversals, and debiting any fees or charges owed to YapStone. Client agrees keep this bank information up-to-date with YapStone at all times. Failure to do so may result in Payments being misdirected, withheld, or returned to Homeowners. YapStone shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information.			
Bank Name:	Contact:	Phone:	Account #:
			Routing #:
Name on Bank Account:	Phone:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
AGREEMENT ACCEPTANCE			
The undersigned represents and warrants that the information provided on this Application is true and accurate, that they have the authority to bind the organization, and will comply with the Payment Processing Application and Agreement. By signing, Client authorizes YapStone to verify the information provided on this application through third party publically available sources which may include organizational checks, background, credit and other inquiries, and Client agrees that this constitutes written instructions to conduct such checks. Client agrees that YapStone may share this information with third-party payment processors. If Client is a sole proprietorship, partnership, or S-Corporation, it authorizes YapStone to obtain a consumer credit report to determine its ability to fulfill the contractual obligations in the Payment Processing Agreement.			
Authorized Person (Printed):		Title:	
Home Address:	City:	State:	Zip:
Phone:	Date of Birth:	SSN:	
CLIENT Authorized Signature:	YapStone, Inc. Signature:	Effective Date:	
_____	_____	__/__/____	

REQUESTED DOCUMENTS	
Voided Check from Bank Account or Bank Letter (Recommended)	Check if Attached: <input type="checkbox"/>

Client Fee Schedule

Homeowners will be charged the following transaction fees for the use of YapStone's services. YapStone reserves the right to change these fees upon 10 days' notice.

		Payment Channel		
		Online	Phone	AutoPay
	Visa	\$9.95	\$14.95	N/A
	MasterCard	\$9.95	\$14.95	\$9.95
	Discover	\$9.95	\$14.95	\$9.95
	Visa Debit	\$9.95	\$14.95	N/A
	MasterCard Debit	\$9.95	\$14.95	\$9.95
	ACH/eCheck	\$9.95	\$14.95	\$2.00

**To prevent fraud, maximum payment amount per transaction is \$2000.*

The following Chargeback and Reversal Fees will be automatically debited from Client's account, in accordance with the Client Service Agreement.

OTHER FEES	
Chargeback Fee: Fee for disputed transactions debited by card-processing bank from Client account.	\$25.00
ACH Reversal Fee: Fee for transactions in which eCheck or scanned checks are returned.	\$25.00

Client Services Agreement

This Client Services Agreement (this "Agreement") between YapStone, Inc., a Delaware corporation with offices located at 2033 N. Main Street, Walnut Creek, CA 94596 ("YapStone") and _____ ("Client") is dated _____, (the "Effective Date"). By signing the attached Payment Processing Application, Client agrees to the terms of this Agreement.

Background:

- YapStone provides online electronic payment services (the "Services") that facilitate the payment of HOA assessments/dues, fees, and other HOA-related expenses (collectively "Assessments") between HOA's/community managers and homeowners.
- Client owns or manages the properties set forth in the attached Client Community List.
- Client desires to provide homeowners ("Homeowner" or "Homeowners") the opportunity to pay Assessments to Client using YapStone's Services.

The parties agree as follows:

1. SERVICES.

1.1 Payments of Assessments. During the term of this Agreement, YapStone will provide services to enable Homeowners to make payments of Assessments to Client using the channels set forth in the Schedules, which may include: credit/debit card and EFT (electronic funds transfer) payments through the YapStone website or API (the "Website"), phone via YapStone's call center operations ("Pay-by-Phone"), mobile application, text, email, or other channels as set forth in the Schedules (collectively "Payments"). Subject to processing delays and risk holds, YapStone shall make commercially reasonable efforts to cause Payments to be made to Client no later than two business days following the day a Payment is posted to YapStone's accounts, via ACH transfer to Client's bank account.

1.2 Fees. Client shall pay YapStone fees as described in the Client Fee Schedule. Homeowners may be required to pay fees in order to make online Payments, if provided for in the attached Schedules. Client is responsible for disclosing all Homeowner-Paid Fees to Homeowners. If a dispute arises related to non-disclosure of Homeowner-Paid Fees, Client shall be liable to YapStone for the full transaction amount including fees or charges for facilitating the payment of Assessments as YapStone may determine in its sole discretion. YapStone may grant or deny to Homeowners the ability to use the YapStone Services, for any reason. YapStone reserves the right to modify all fees upon ten days' notice to Client.

1.3 Authorization for Debits and Credits. Client hereby authorizes YapStone to credit and debit Client's bank accounts, and the individual community accounts (if applicable), designated on the Payment Processing Application Form and in the Client Community List for the following purposes:

- (a.) to deposit Payments to Client;
- (b.) to debit any chargebacks, refunds, or reversals; and,
- (c.) to debit any fees, charges, or other amounts owed to YapStone.

If Client is providing bank account information and authorization for the individual properties, it represents that it has the authority to authorize YapStone to credit and debit such accounts.

1.4 Right of Off-set. In the event YapStone is unable to debit Client's bank account for any chargeback's, refunds, reversals, fees or charges owed to YapStone, Client authorizes YapStone to deduct (off-set) such amounts from future Payments. YapStone may offset any payment obligation that YapStone may have to Client under this Agreement against (1) Fees owed by Client, (2) amounts overpaid to Client due to a later reversal, refund, chargeback or other adjustment to prior Payment transactions, and (3) any other amounts owed by Client to YapStone under this Agreement or any other agreement.

1.5 Provision of Information. Client agrees to keep Client's bank account information current and up-to-date with YapStone, including the bank account information of its individual community accounts if applicable. Failure to do so will result in Payments being misdirected, held by YapStone pending confirmation, or returned to the Homeowner. YapStone disclaims all liability for Payments if the bank account information is not kept current at all times. YapStone

may suspend or terminate without notice Client's ability to accept Payments if Client fails to keep this information current or blocks YapStone's ability to debit the bank account. Client shall provide YapStone with such information as YapStone may lawfully require in order to promptly and accurately perform the Services, including information relating to individual community accounts as YapStone may request. Client shall promptly notify YapStone of any inaccuracies in, or changes to, the information provided by Client on the application form. YapStone shall in no event be liable for any damages directly or indirectly resulting from Client's failure to provide current and correct information.

1.6 Fraud and Risk Reviews. Client authorizes YapStone to collect and verify the information provided by Client on the Payment Processing Application, which is attached as Exhibit "A". YapStone will use this information to perform customer due diligence, verify Client's identity, and perform various fraud and risk reviews on Client. YapStone will monitor the transactions through the Services to protect the integrity of its systems and business. Based upon these reviews, YapStone will determine whether it is able to offer Client the Services.

1.7 Privacy & Data Security. Client and YapStone agree to be bound by the terms of the YapStone privacy policy (which can be viewed at http://www.yapstone.com/PrivacyPolicyYapStoneInc_Feb2013.pdf) as may be updated by YapStone from time to time. Client represents that it will not have access to card information of Homeowners used in relation to the Services. YapStone will not be responsible for unauthorized use or access to Homeowner's personal data or financial data by Client, Client's employees, or any other party associated with Client, except to the extent such use or access is due to YapStone's fault or negligence. Client agrees to maintain all necessary data security standards to ensure Homeowners' financial data is kept secure including setting access restrictions and strict password requirements. YapStone may use any and all information gathered in the performance of the Services or the operation of the Website in accordance with its Privacy Policy. In addition, Client agrees that YapStone may use such information for any lawful purpose including marketing and deriving statistics regarding its Website and the Services.

1.8 Disputes between Client, Homeowners, and HOA's/Community Managers. YapStone is acting as a processor of Payments on Client's behalf. In the event of a dispute between Client, a Homeowner, an HOA/Community Manager, or any individual property owner for any reason, Client agrees to indemnify, defend and hold harmless YapStone, its affiliates, and its officers, directors, agents, employees, and other representatives from any claims related to the dispute.

1.9 Chargebacks and Reversals. Any Payment by a Homeowner is subject to a right of chargeback if paid by credit or debit card, these rights exist between the Homeowner and their respective bank or card issuer. In the event of a chargeback or reversal of any Payment by a Homeowner, YapStone will automatically deduct such amount plus any fees associated with the chargeback or reversal from Client's bank account. Thereafter, YapStone will use commercially

reasonable efforts to investigate the validity of the chargeback or reversal on Client's behalf. Client agrees to cooperate with YapStone and to provide any information that may be reasonably requested by YapStone in its investigation. Client is liable for all chargeback or reversals of Payments processed on Client's behalf by YapStone, including the Chargeback Fee in the attached Client Fee Schedule.

1.10 Proprietary Rights. YapStone retains all proprietary rights in and to the Services, the Website, the application interface (API), and any other materials that YapStone may use or provide in connection with implementation and operation of the Services or the Website. Client does not acquire any right, title, or interest in the Services or Website. Client shall not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Website, the API, or the Services. Client shall not use YapStone's name or trademarks in any press release, or promotional materials without YapStone's written consent.

1.11 Modification of the Services. YapStone may from time to time without prior notice modify the Services and Website; provided, however, that YapStone will not modify the Services in a manner that would, in its sole discretion, significantly adversely affect Client's use thereof, without providing at least ten days' prior notice to Client of any such modification. Such notice may be made by means of email or a posting on the Website.

1.12 Limitation on Use of Services. Client may only utilize the Services for the processing of Payments as defined herein. Client may not use, and represents that Client will not use the Services for any other purpose, including but not limited to the payment for any illegal activity, good, or service. Client agrees to comply with all YapStone policies, and any other limits concerning use of the Website and Services, as updated by YapStone from time to time, including without limitation: (i) YapStone requirements for data security; and (ii) any operating rules or policies of the card associations or networks that are used to process the Payments (as such may be updated from time to time). Notwithstanding anything any other terms of this Agreement, YapStone has the right (a) to change, suspend or discontinue the Services or Website, in whole or in part and (b) to impose limits on features or restrict access to parts or all of the Services or Website without notice and without liability when YapStone, in its sole discretion, determines necessary to protect the integrity of the Website and its operations, to avoid harm to others, or for any other reason. YapStone may decline to process any Payment in connection with, among other reasons, fraud prevention activities, applicable law, or YapStone policies.

2. DISCLAIMER OF WARRANTIES.

2.1 No Warranties. CLIENT'S USE OF THE SERVICES AND WEBSITE IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, THE SERVICES AND WEBSITE (INCLUDING ALL CONTENT, SOFTWARE, DATA TRANSMISSION, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICE) ARE PROVIDED "AS IS" AND YAPSTONE, ITS AFFILIATES, AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE WEBSITE OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

2.2 Payments. Client acknowledge and agree that: (i) Client's receipt of Payments are transactions between Client and the relevant Homeowner and not with YapStone or any of YapStone's affiliates; (ii) YapStone is a third-party Payment processor for Client and is not a party to any transaction; (iii) YapStone is not a bank or other chartered depository Client; and (iv) funds processed by YapStone or its service providers (including any bank service providers) in connection with the processing of Payments are not deposit

obligations and are not insured for Client's benefit by any governmental agency.

3. LIMITATION OF LIABILITY/INDEMNITIES.

3.1 YAPSTONE SHALL NOT BE LIABLE TO CLIENT DUE TO ANY DISRUPTION OR NON-AVAILABILITY OF THE SERVICES OR WEBSITE DURING WHICH HOMEOWNERS ARE UNABLE TO ACCESS OR USE THE SERVICES OR WEBSITE OR ANY FAILURES THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF A PAYMENT OR THE SERVICES.

3.2 IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL YAPSTONE'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES THAT YAPSTONE HAS RECEIVED AND RETAINED UNDER THIS AGREEMENT DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

3.3 Indemnification. (a) Client shall indemnify and defend YapStone, its directors, officers, employees, and agents ("YapStone Indemnified Parties") from and against all claims, liabilities, losses, and expenses (including damage awards, settlement amounts, and reasonable legal fees) brought against any of the YapStone Indemnified Parties, related to (i) Client's, Homeowners, the properties, or use of the Services or Website; or (ii) any breach this Agreement by Client. YapStone may join in defense with counsel of its choice at its own expense. The indemnity obligations set forth in this section will not apply to the extent any claim, loss, liability, demand or expense is the result of the gross negligence or willful misconduct of any YapStone Indemnified Party. The indemnity obligations set forth in this section are contingent upon (1) YapStone providing prompt written notice to Client of any such claims, losses, liabilities, actions, demands or expenses (except that Client's obligation to indemnify hereunder shall only be relieved to the extent it is prejudiced by YapStone's failure to provide such notice); and (2) Client's having sole control of the defense or settlement of such claims, losses, liabilities, actions, demands or expenses, at its discretion; provided that any settlement requiring other than the payment of monetary amounts shall be subject to YapStone's consent, not to be unreasonably withheld. At Client's request and expense, YapStone shall cooperate in the investigation, defense and settlement of such claims, losses, liabilities, actions, demands or expenses.

(b) YapStone shall defend and indemnify the Client from and against all third-party claims, losses, liability, actions, demands or expenses arising as a result of (i) YapStone's breach of this Agreement or (ii) a breach of data security resulting in the unauthorized disclosure of Homeowner's cardholder information that occurs on YapStone's Website. This indemnity will not apply to any chargeback or reversal liability. This indemnity will not apply to the extent that any such claim, loss, liability, action, demand or expense is the result of the negligence or willful misconduct of any Homeowner or Client, or to the extent liability is disclaimed or limited by either party under this Agreement. Client may join in defense of any claim hereunder with counsel of Client's choice at Client's own expense. The indemnity obligations set forth in this section are contingent upon (1) Client providing prompt written notice to YapStone of any such claims, losses, liabilities, actions, demands, or expenses (except that YapStone's obligation to indemnify hereunder shall only be relieved to the extent it is prejudiced by Client's failure to provide such notice); and (2) YapStone having sole control of the defense or

settlement of such claims, losses, liabilities, actions, demands or expenses, at its discretion; provided that any settlement requiring other than the payment of monetary amounts shall be subject to Client's consent, not to be unreasonably withheld. At YapStone's request and expense, the Client shall cooperate in the investigation, defense and settlement of such claims, losses, liabilities, actions, demands or expenses.

4. TERM AND TERMINATION.

4.1 Term. This Agreement will begin on the Effective Date and shall continue for a period of one year, at which point it will automatically renew for successive one-year periods, unless either party provides notice of intent not to renew 30 days prior to expiration of the Term.

4.2 Termination. Either party may terminate this Agreement at any time for any reason with thirty days' written notice beginning one year from the effective date. YapStone may terminate at any time for any reason upon thirty days' notice.

4.3 Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any Fees or other compensation due to the other party prior to such termination. YapStone will complete any Payments in process at the time of termination and will deduct any Fees owed to it at that time. However, Client will remain liable for chargeback's, reversals, charges, and any other obligations incurred by Client after the expiration or termination of this Agreement and Client authorizes YapStone to automatically, without prior notice to Client, deduct such amounts from Client's bank account. Upon termination, YapStone will disable Client's access to the Services.

5. ARBITRATION: Please read this Section carefully. It affects Client's rights and will impact how claims Client and YapStone have against each other are resolved.

5.1 Dispute Resolution Procedure. If a dispute arises between Client and YapStone, YapStone's goal is to quickly address Client's concerns. All disputes may be reported to YapStone's legal team at Legal@YapStone.com, and YapStone will seek to resolve the issue. Any Client disputes related to billing or fees must be raised within 90 days of the relevant transaction or are permanently waived.

5.2 Agreement to Arbitrate. Any dispute arising between Client and YapStone that cannot be resolved informally or by negotiation shall be finally resolved by binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules, including the AAA's Supplemental Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the English language, before a single arbitrator, in the city of San Francisco, California. The arbitrator shall decide the dispute in accordance with the substantive law of the state of California.

5.3 Opt-Out Procedure. Client can choose to reject this Agreement to Arbitrate ("opt out") by mailing YapStone a written opt-out notice. For new YapStone customers, the opt-out notice must be postmarked no later than 30 days after the date Client accepts this Agreement. The opt-out notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, phone number, and the email addresses provided at registration or on file with YapStone. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of this Agreement, including all other provisions of this Agreement will continue to apply.

6. **CONFIDENTIALITY**: The parties agree to keep confidential and to use only for purposes of performing under this agreement, any proprietary or confidential information of the other party disclosed in relation to this Agreement which could reasonably be considered to be confidential. The obligation of confidentiality does not extend to information which is publically available through authorized disclosure, is rightfully obtained from a third party that has the right to disclose it, or is required by law to be disclosed. All confidential information will remain the property of the disclosing party.

7. MISCELLANEOUS

7.1 Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Client may not assign this Agreement or any rights, obligations, or privileges under this Agreement without YapStone's prior written consent, which shall not be unreasonably withheld. YapStone may assign its rights and obligations under this Agreement at any time.

7.2 Force Majeure. YapStone will not be responsible for delays, errors, failures to perform, interruptions or disruptions in the Services or Website resulting from any act, omission or condition beyond YapStone's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disasters or the failure of Client, Homeowner's or any third party's hardware, software or communications equipment or facilities.

7.3 Entire Agreement. This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

7.4 Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

7.5 Amendment and Changes. This Agreement may only be changed or amended by a written statement signed by both parties.

7.6 Waiver. The waiver by either party of any right under this Agreement or the failure to perform or of a breach of any provision of this Agreement will not operate as a waiver of any other right thereunder or of any other breach or failure.

7.7 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, will govern this Agreement and any claim or dispute between Client and YapStone.

7.8 Survival. Sections 1.2, 1.3, 1.4, 1.7, 1.8, 1.9, 1.10, 2, 3, 5, 6, and 7 shall survive termination of this Agreement.

7.9 Notices. All notices and other communications under this Agreement must be in writing. Notices to Client will be delivered to the email address provided on the Payment Processing Application or as modified by Client through notice to YapStone. Notice to YapStone can be made via email at legal@yapstone.com or via certified mail to: YapStone, Inc., Attn: Legal Department, 2033 N Main Street, Suite 510, Walnut Creek, CA.