

## TERMS OF SERVICE FOR BUSINESS USERS

This Terms of Service Agreement (this "Agreement") is made between you and **Just Push Pay, LLC ("JPP")**. By clicking on the "I AGREE" button below: (1) you acknowledge that you have read the entire Agreement; (2) you agree to be bound by the terms of this Agreement; and (3) you represent and warrant that you have the authority to bind yourself and the entity identified in the application to receive the Services hereunder to the terms of this Agreement. This Agreement sets forth the terms and conditions that apply to your use of the Services. Please read this Agreement and the JPP Privacy Policy (the "Privacy Policy") carefully prior to your access to and/or use of Service. By submitting information to JPP and registering for or using a Service, you agree to be bound by the terms and conditions of this Agreement and the Privacy Policy, including any changes or revisions which JPP, in its sole discretion, may make to this Agreement and/or the Privacy Policy from time to time.

### 1. Definitions.

The following defined terms appear in this Agreement:

- **"You", "your"**: A person or business that applies to, or registers to use, or uses, the Services.
- **"Service(s)"**: The products and services provided to you by JPP as further described in this Agreement.
- **"Bank Account"**: A bank account at a US financial institution.
- **"Payee"**: The JPP user that receives a payment.
- **"Payer"**: The JPP user that makes a payment.
- **"Payment Account(s)"**: The credit card account, debit card account or Bank Account that is used to fund a payment.
- **"JPP Debit Account(s)", "JPP Debit Card(s)"**: One or more Just Push Pay prepaid commercial debit card(s) that are provided to you for business purposes, enabling you to access funds in the associated Just Push Pay prepaid commercial debit account(s). The terms JPP Debit Card and JPP Debit Account may be used interchangeably for the purposes of this Agreement.
- **"Payment Transaction"**: The processing of a payment from a Payer to a Payee.
- **"Rules"**: The rules and regulations, as may be amended from time to time, of the issuers, owners, managers or facilitators of Payment Accounts.

### 2. The Services.

#### 2.1 Accepting Payments from other JPP Users.

You may use the Services to accept payments from other JPP users using registered Visa, Mastercard, or Discover Cards in accordance with the terms and conditions of JPP's agreement with its payment processing partners. To read the terms and conditions of this agreement, click here: <http://justpushpay.com/terms/transfirst.html>. By accepting payments from other JPP users using registered Visa, Mastercard, or Discover Cards, you represent and warrant to JPP that you have read the terms and conditions of the above agreement and agree to be bound thereby. You may also accept payments from other JPP users using your JPP Debit Card(s). JPP processes Payment Transactions on behalf of the Payee, as the agent of the Payee, through accepted credit card, debit card, and ACH networks.

#### 2.2 Making Payments to other JPP Users.

You may use the Services to make payments to other JPP users by using a Visa, Mastercard, Discover Card, or your JPP Debit Card(s). You authorize JPP to route transactions through the external payment networks, ACH network, or utilize in-network transfers between JPP Debit Accounts, to make payments that you have authorized. You may also transfer funds between your JPP Debit Account(s), and transfer funds between your JPP Debit Account(s) and your Bank Account. To make payments, you must register and use a Payment Account, or use your JPP Debit Card(s) which will be automatically registered for your use. You authorize JPP to confirm that your Payment Account is in good standing with the appropriate financial institution, including, but not limited to, by submitting a request for a payment authorization and/or a low dollar credit and/or debit to the Payment Account, in accordance with applicable laws and the Rules. When you choose to make a payment with the Services, you authorize the applicable Payee to submit charges (and, in the case of refunds, credits) to your registered Payment Account. JPP will assist the Payee in accessing your Payment Account to process the Payment Transaction. You are responsible for any charges and related fees that may be imposed as a result of your use of a Payment Account. JPP may delay payment processing of suspicious Payment Transactions or attempted Payment Transactions which may involve fraud or misconduct, or violate applicable law, this Agreement, the Rules, or other applicable JPP policies, as determined in JPP's sole and absolute discretion. You authorize the charge or debit to your Payment Account, by JPP as agent of the Payee, as necessary to complete processing of a Payment Transaction. You also authorize the crediting to your Payment Account, by JPP as agent of the Payee, in connection with reversals, refunds, or adjustments. You acknowledge and agree that your purchases of products and services are transactions between you and the Payee, and not with JPP or any of its affiliates. JPP is not a party to your Payment

Transaction for the purchase of products and services, and JPP is not a buyer or seller in connection with any Payment Transaction.

### **2.3 Managing your own JPP Debit Card(s).**

You may apply for and, if approved and established by JPP in its sole discretion, use your own JPP Debit Card(s) to make payments and withdraw cash at retailers, ATM's, and banks worldwide. You may also accept and manage payments and transfers to and from you and your employees, subcontractors and other JPP users in accordance with the terms and conditions of JPP's agreement with its banking partners. You may request either unrestricted cards (may be used at retail point of sale and to withdraw cash), or restricted use cards (can be used at retail point of sale, but cannot be used to withdraw cash). To read the terms and conditions of this agreement for both unrestricted and restricted-use cards, click here:

<http://justpushpay.com/terms/centerstatebank.html>. By making or accepting payments utilizing your JPP Debit Card(s), you represent and warrant to JPP that you have read the terms and conditions of the above agreement and agree to be bound thereby.

### **2.4 Permissible Payment Transactions.**

You may only use the Services to process a Payment Transaction for products and services that are purchased from a business through a legitimate, bona fide sale of the products and services. The Services may not be used to process a Payment Transaction, or otherwise transfer money between you and a business, that is unrelated to a purchase of a product or service. The Services may not be used to receive cash advances from anyone or to facilitate the purchase of cash equivalents (prepaid cards, money orders, gift certificates, etc.). You may not use the Services to process Payment Transactions in connection with the sale or exchange of any illegal products or services or any other underlying illegal transaction. You agree that you will not use the Services to process Payment Transactions for any products or services that violate this Agreement, the Rules, or applicable law. Failure to comply with these limitations may result in suspension or termination of your use of the Services.

### **2.5 General Rules and Descriptions.**

In order to use the Services, you must complete all required information elements on the Services registration web pages. You authorize JPP to obtain from time to time a credit report and/or to otherwise make credit or other background inquiries as JPP deems appropriate to evaluate your registration for or continued use of the Services. JPP, in its sole and absolute discretion, may refuse to approve or may terminate existing registrations for the Services with or without cause or notice, other than any notice required by applicable law not waived herein. You agree to pay fees and other obligations arising from your use of the Services as described in this Agreement. You must provide current, complete and accurate information and maintain it as current and accurate. JPP may require you to provide additional information as a condition of continued use of the Services, or to assist in determining whether to permit you to continue to use the Services.

### **2.6 Service Fees.**

*General Fees.* JPP does not charge you a monthly fee to use the Services unless your account is inactive. Inactive accounts are accounts that have not processed a transaction in three consecutive months. Inactive accounts may be charged a \$20 monthly fee at the discretion of JPP.

*Accepting Payments.* When you receive payments from other users using Visa, Mastercard, or Discover Cards, JPP will charge you the fees in the schedule below on a pay-as-you-go basis as a percentage of the Payment Transaction amount plus any pass through payment network charges (eg. from Visa, MC, Discover).

<b>Swiped through Reader</b>	2.59%
<b>Not Swiped</b>	2.88%

*JPP Mobile or PC Card Readers.* At your option, JPP will provide you with a card reader for either your PC or your mobile device. The cost to you for each mobile card reader is a one-time cost of \$50, and each PC reader is \$80.

*PCI Compliance.* JPP does not charge a fee for PCI Compliance. However, each year you are required to complete a PCI compliance self-assessment survey. JPP provides access to a third party system to complete your PCI self-assessment survey (at no cost to you), and will provide assistance to you upon request. If you do not complete the survey within three months of account set-up, the Acquiring Bank will charge you a \$19.99 monthly non-compliance fee.

*JPP Debit Card Accounts.* You may request cards for yourself, your sub-contractors, or your employees at a monthly cost of \$2 for each card. Cards that you request are your responsibility. Your JPP Debit Cards are issued through Center State Bank of

Florida to enable access to the Visa network of merchants, ATMs, and bank branches worldwide. While most fees have been eliminated, you may incur a bank fee when you get cash at an ATM or from a bank teller. Please click here to see detailed terms: <http://justpushpay.com/terms/centerstatebank.html>.

*Making Payments with Registered Payment Accounts.* JPP does not charge any fees to make payments using your JPP Debit Card(s) or other Payment Accounts that you choose to register.

*Payment of Fees and Returned items.* You agree that JPP has the right to debit your JPP Debit Account(s) for any fees owed to JPP, or to cover any returned transactions. In the event that your JPP Debit Account(s) does not have sufficient funds, you agree to allow JPP to debit other Payment Accounts that you have registered.

### **2.7 Disputes.**

JPP will not be a party to or otherwise assist you in any dispute that may arise between you and a third party with respect to a Payment Transaction. You agree to release JPP and its affiliates, agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute. You agree that you will not involve JPP in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any business or other third party in connection with the Services. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of JPP and its affiliates, agents, contractors, officers and employees and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below.

### **2.8 Refunds.**

If you believe your account has been opened or used in an unauthorized manner in connection with a Payment Transaction, please report this to us immediately. Except as set forth in this Agreement, all Payment Transactions processed through the Services are non-refundable to you JPP and are non-reversible by you. You may have additional refund or charge-back rights under your Payment Instrument agreement or applicable state and federal laws. You should review your periodic statement received from the issuer or provider of your Payment Instrument which will reflect all purchase transactions through the Services.

### **2.9 JPP Is Not a Banking Institution.**

JPP processes Payment Transactions through the Services as an agent of and on behalf of businesses utilizing the Services. JPP is not a bank or other chartered depository institution. JPP will not take possession of or otherwise hold your funds in connection with the processing of Payment Transactions.

### **2.10 JPP License.**

Subject to the terms of this Agreement, JPP grants to you a limited, personal, non-exclusive, non-transferable license to use, during the term of this Agreement, the Services in accordance with the terms and conditions set forth in this Agreement. Except as expressly permitted in this Agreement, you will not, nor allow or authorize any third party to: (a) reproduce, allow use of, or access to, the Services; (b) sell, rent, lease, use in a service bureau, sublicense or otherwise transfer or assign, in whole or in part, your rights to access and use the Services; (c) alter, enhance or otherwise modify or create derivative works of or from the Services; (d) disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of any of the Services; (e) merge any portion of the Services with other software; (f) remove or destroy any proprietary markings, confidential legends or any trademarks or trade names placed upon or contained within the Services; or post or transmit into the Services any information, content or software which is subject to any open source or freeware license or contains a virus, cancelbot, trojan horse, worm or other harmful component. You acknowledge and agree that any attempted, threatened or actual breach by you of any of the terms of this section will cause irreparable harm to JPP. Accordingly, in the event of an attempted, threatened or actual breach of this section by you, JPP may immediately terminate this Agreement and pursue each and every remedy legally, equitably or otherwise available to it in any court of competent jurisdiction. The obligations imposed by this section will survive termination of this Agreement for all purposes. Any tools, materials, or any services derived from or utilizing the Services provided to the U.S. Government is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. All rights not expressly granted are reserved.

### **2.11 JPP Intellectual Property Rights.**

JPP retains all right, title and interest in and to all intellectual property rights, systems, programs, operating instructions, documentation, technical information, transaction data, specifications and designs associated with, and/or utilized in or by the Services and any changes, improvements or modifications conceived and developed by JPP or on its behalf to such materials or services and know-how employed by JPP in the delivery of the Services, including without limitation, all forms of intellectual property rights whether known to JPP prior to, or developed or discovered or acquired in connection with, the performance of its

obligations under this Agreement. The obligations imposed by this section will survive termination of this Agreement for all purposes.

### **3. Limitations on Use of Services.**

Notwithstanding any limitations described elsewhere in this Agreement, JPP may establish general practices and limits concerning use of the Services, including without limitation individual or aggregate transaction limits on the dollar amount or number of Payment Transactions during any specified time period(s). JPP reserves the right to change, suspend or discontinue any aspect of the Services at any time, including hours of operation or availability of the Services or any Service feature, without notice and without liability. JPP also reserves the right to impose limits on certain Service features or restrict access to some or all of the Services without notice and without liability. JPP may decline to process any Payment Transaction without prior notice to you. JPP may limit or suspend your use of one or more Services at any time, in our sole and absolute discretion. If JPP suspends your use of a Service, JPP will attempt to notify you by electronic mail. Suspension of your use of a Service will not affect your rights and obligations pursuant to this Agreement arising before or after such suspension or with respect to any non-terminated Services.

### **4. Privacy.**

You understand and agree that personal information provided to JPP in connection with the Services is subject to the Privacy Policy: <http://justpushpay.com/terms/privacy.html>. By agreeing to this Agreement you hereby agree to the Privacy Policy, which may be updated by JPP from time to time. You understand and agree that, to the extent permitted by applicable law, any data you provide to JPP in connection with the Services may be shared with other users of the Services and, conversely, any data you provide to other users of the Services in connection with the Services may be shared with JPP.

### **5. Username and Password Information.**

You are responsible for: 1) maintaining the confidentiality of your username and password, 2) any and all transactions by persons that you give access to or that otherwise use such username or password, and 3) any and all consequences of use or misuse of your username and password. You agree to notify us immediately of any unauthorized use of your username or password or any other breach of security regarding the Services of which you have knowledge. You agree that all of your officers, employees, agents, representatives and others having access to the username and/or password shall be vested by you with the authority to use the Services and to legally bind you. You shall be responsible for all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by you, that access the Services using the business' user name and password.

### **6. Electronic Communications.**

JPP and other users of the Services may communicate with you by means of electronic communications, including by (a) posting a notice or communicating to you through the Services, (b) sending electronic mail to the email address you provided during registration, (c) sending electronic text messages to your cell phone, or (d) posting notices or communications on a JPP or other web site. You agree that the following may be communicated to you by means of electronic communications: the Agreement and Privacy Policy (and revisions or amendments), terms, statements, notices or disclosures, payment authorizations, and any other matter relating to your use of the Services. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy as applicable. Electronic communications shall be deemed received by you when they are posted or communicated to you through the Services, sent to the email address or phone number you provided at the time of registration or as revised by you thereafter in accordance with this Agreement, or when the electronic communication is posted on a JPP web site or other web site, as applicable. For those communications or records that JPP is otherwise required under applicable law to provide in a written paper form to you, you agree that such communications or records may be provided by means of electronic communications. JPP reserves the right to terminate your use of the Services if you decline or withdraw consent to receive electronic communications.

### **7. Termination of Service.**

JPP may, in our sole and absolute discretion without liability to you or any third party, terminate your use of one or more Services for any reason, including without limitation inactivity or violation of this Agreement or other policies JPP may establish from time to time. Upon termination of your use of the Services, you remain liable for all Payment Transactions and any other obligations you have incurred under this Agreement. Upon termination, JPP has the right to prohibit your access to the Services, including without limitation by deactivating your username and password, and to refuse future access to the Services by you or your parent company, affiliates or subsidiaries or its or their successors.

### **8. Responsibility for Taxes.**

The reporting and payment of any applicable taxes arising from the use of the Services is your responsibility. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Services, including the reporting and payment of any taxes arising in connection with Payment Transactions made through the Services.

#### **9. No Endorsement of Products.**

JPP does not represent or endorse, and shall not be responsible for: (a) the reliability or performance of any business; (b) the safety, quality, accuracy, reliability, integrity or legality of any service or product obtained from a business; (c) the truth or accuracy of the description of any service or product of a business, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, purchased or paid through the Services; or (d) your ability to buy or redeem products and services using the Services. JPP hereby disclaims any liability or responsibility for errors or omissions in any Content in the Services. JPP reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Agreement.

#### **10. Indemnification.**

You agree to indemnify, defend and hold harmless JPP and its subsidiaries and other affiliates, and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) your use of the Services; (ii) any breach or non-compliance by you of any term of this Agreement or any JPP policies; (iii) any dispute or litigation caused by your actions or omissions; or (iv) your negligence or violation or alleged violation of any applicable law or rights of a third party.

#### **11. Disclaimer.**

THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, JPP AND ITS SUBSIDIARIES AND OTHER AFFILIATES, AND ITS AGENTS, CO-BRANDERS OR OTHER PARTNERS, INCLUDING BUT NOT LIMITED TO, DEVICE MANUFACTURERS (COLLECTIVELY, "JPP PARTIES"), MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICES OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES. EACH JPP PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE JPP PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE JPP PARTIES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES. YOU MAY INCUR FEES, SUCH AS OVERDRAFT FEES OR OTHER CHARGES AS A RESULT OF SUCH TRANSACTIONS, PER YOUR AGREEMENT WITH YOUR PAYMENT INSTRUMENT ISSUER OR PROVIDER OR THE PROVIDER OF YOUR BANK ACCOUNT, OR YOUR ATTEMPT TO MAKE A PURCHASE OR REDEMPTION MAY NOT BE SUCCESSFUL.

#### **12. Limitations of Liability; Force Majeure.**

IN NO EVENT SHALL ANY JPP PARTY BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY JPP PARTY OR THE SERVICES, OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE JPP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE JPP PARTIES' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE NET FEES JPP HAS ACTUALLY RECEIVED AND RETAINED FROM YOUR VALID PAYMENT TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, no JPP Party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to

governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

### **13. Governing Law.**

This Agreement shall be governed by the laws of South Carolina, except for South Carolina's choice of law rules, and applicable federal United States laws. Each party agrees to submit to personal and exclusive jurisdiction of the courts located in Lancaster County, South Carolina. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

### **14. Notice.**

In addition to the electronic communications authorized under the Section entitled, "Electronic Communications", statements, notices and other communications to you may be made by mail, email or other reasonable means. JPP may also provide notices of changes to the Agreement or other matters by displaying links to notices on the JPP web sites. Notice to JPP may be made by mail to:

Just Push Pay, LLC  
1727 Funny Cide Drive  
Waxhaw, NC 28173

### **15. Modification of Terms of Service.**

JPP has the right, in our sole and absolute discretion, to change, modify, or amend any portion of this Agreement at any time by posting notification on the JPP web site or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services.

### **16. Assignment.**

You may not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. JPP reserves the right to freely assign this Agreement and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

### **17. Survival.**

Upon termination of your use of the Services or termination of this Agreement for any reason, in addition to this section, the following sections shall survive termination: 2.7, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, and 18.

### **18. Other Provisions.**

The failure of JPP to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. This Agreement, including JPP's policies governing the Services referenced herein, constitutes the entire agreement between you and JPP with respect to the use of the Services. This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and JPP and other JPP affiliates which each shall be a third party beneficiary of this Agreement, and no other person shall assert any rights as a third party beneficiary hereunder.