

These Terms and Conditions for MX Storefront are by and between Priority Payment Systems LLC with offices located at 2001 Westside Parkway, Suite 155, Alpharetta, Georgia 30004 (“Priority” or “We”) and the Merchant listed on the MX Storefront Merchant Application and Agreement (“Merchant” or “you”).

1. By executing the MX Storefront Merchant Application and Agreement, you agree to comply with these Terms and Conditions.

2. REGISTRATION OF SERVICES; SECURITY OF ACCOUNT

The MX Storefront Service, provided by Priority Payment Systems (the “Service”) provides systems that can produce commercial applications for business use including a mobile application, a mobile-optimized website, an e-commerce website, and/or a traditional small business website to You. By selecting this Service with Priority, you will be enrolled to receive custom integrated Services.

3. USE OF THE SERVICES AND PROHIBITED ACTIVITIES

Your right to access and use the Service is personal to your business and is not transferrable by You to any person or entity. The Service may only be used for lawful purposes and in full compliance with applicable credit and/or debit card associations rules and regulations (e.g. Visa, MasterCard, American Express, Discover, etc.). The Merchant is expressly prohibited from engaging in the following:

- (a) Using any robot, spider, script, scraper, deep link, or other similar automated data gathering or extraction tools, programs, algorithms, or methodologies to access, acquire, copy, or monitor the Service without Priority’s prior written consent, which may be withheld for any reason;
- (b) Using the Service in any manner that could damage, disable, overburden, disrupt, or impair the Service server, or interfere with any other party’s use and enjoyment of the Services;
- (c) Uploading content on the Service on behalf of another or permit, enable, induce, or encourage any third party to post content for you; provided however, that notwithstanding the foregoing, You shall have the right to authorize an independent contractor, authorized by Priority, to post content for you;
- (d) Disobeying any applicable policies or regulations of third party networks and Services connected to the Service;
- (e) Modifying, adapting, translating, framing, reformatting, or attempting to reverse engineer the Service in any way.

4. IMAGES AND CONTENT

By using Priority’s Services you acknowledge that the images and content provided by Priority (or Priority’s third party Service providers) to you are not sold or distributed to you but instead licensed to you for use as part of the Service only. Nothing contained in this Agreement gives you the right to claim ownership in the images or content provided by Priority as contemplated by the Services provided under this Agreement.

5. PROPRIETARY NATURE OF SERVICES.

Priority represents and warrants to you that it is the exclusive owner and/or maintains an express license to provide the Services under this Agreement. The Services, including without limitation the content, selection, coordination, arrangement and enhancement of the content on the website provided under this Agreement are proprietary to Priority and/or its licensor(s) and protected by applicable copyright laws and/or similar laws of other jurisdictions. Trademarks and service marks, including, without limitation, the registered name of Priority and the marks of MX Storefront, which may appear on the website and/or in the Services are the trademarks and service marks of Priority or affiliated entities. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THE SERVICE WITHOUT THE EXPRESS WRITTEN PERMISSION OF PRIORITY IS PROHIBITED. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties. You agree to abide by any and all additional trademark and copyright notices, information or restrictions contained in any part of the website and/or Services.

6. OBLIGATIONS OF MERCHANTS

The Merchant acknowledges that it is fully responsible for maintaining the security of its account and the Services offered through the Service. You agree to immediately notify Priority of any unauthorized use of your account, or any other breaches of security via email at security@mxstorefront.com or to such other address as Priority may provide you from time to time. PRIORITY WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS BY YOU, INCLUDING ANY DAMAGES OF ANY KIND INCURRED AS A RESULT OF SUCH ACTS OR OMISSIONS. By electing to use Priority’s Service, you are entirely responsible for engaging with your customers and maintaining the accuracy and integrity of your content. You will have the

option to upload certain descriptions, images, videos, or other marketing materials (collectively “Content”) for the purpose of displaying your products or services in connection with the Service. Priority employees, independent contractors and/or sales agents shall have the right to access Your site and upload Content from time to time as requested by You, and that you will authorize Priority (as applicable) to allow such employees, independent contractors and/or sales agents to access Your site, upload your Content, and/or make such other changes or modifications to your site as you may request from time to time. You warrant to Priority that you are the exclusive owner of such Content or maintain a license to display such Content. Further, by executing this Agreement for Services, you represent and warrant that:

- (a) You will act in a professional manner that is commercially reasonable within your industry.
- (b) You will keep all content that you submit updated with the most current information.
- (c) You will notify Priority immediately of any discrepancies.
- (d) The uploading, copying, and use of the Content you provide will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, or trade secret rights of any third party;
- (e) You warrant that you are authorized and have all necessary permissions to post or make available the Content.
- (f) You have fully complied with any third party licenses relating to the Content, and have done all things necessary to successfully pass through any required terms;
- (g) The Content does not contain or install any viruses, worms, malware, Trojan horse, or other harmful or destructive content;
- (h) The Content is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- (i) The Content is not illegal, pornographic, obscene, defamatory, libelous, or inflammatory;
- (j) The Content does not bully, harass, threaten, or intimidate; does not contain threats or incite violence towards individuals or entities; and does not violate the privacy or publicity rights of any user or third party;
- (k) You will conduct your business or use the Service in a manner that does not result in, or may not result in, complaints, disputes, claims, fines, penalties (and, in the event that the Service includes e-commerce capability, will not result in, or may not result in, fees, fines, penalties, reversals or chargebacks) and/or other liability to Priority, third parties or you;
- (l) Your website and/or account with Priority arising out of or relating to the Service is not named in a manner that misleads your end users or other third parties into thinking that you are another person or company, e.g., you are not using the name of a person or entity other than yourself or company other than your own;
- (m) You will not circumvent or manipulate Priority’s fee collection and billing process, or any fees owed to Priority; and,
- (n) You will not disrupt, damage, impair, or interfere with the business of Priority by disrupting its relationships with customers, agents, representatives, or vendors.

7. CONTENT OWNERSHIP

You agree not to upload, post, or otherwise make available on this Service any material protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right. Priority does not have any express burden or responsibility to provide you with indications, markings, or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from such a submission. The Content provided by Merchant to Priority is owned, controlled, and/or licensed by Merchant, and at all times remains the sole responsibility of Merchant and not Priority. By uploading your own Content for inclusion on the Service, you grant Priority a worldwide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of displaying, distributing, and promoting your Content. If you delete Content, Priority will use reasonable efforts to remove it from the Service, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

8. PRIVACY

Information Collection and Use

Priority (and/or its third party Service providers) collect and store information, including personal information, about you and your use of the Service. This information is gathered in a number of ways, including when you visit the applications or websites developed as part of the Service and your interaction with the Service. Personal information is information that can be used to uniquely identify or contact you. Non-personal information is information that does not permit direct association with you. We may collect, use, transfer and disclose non-personal information for any purpose. You can choose not to provide personal information we may request of you, but, in general, most of the personal information we request is required in order to provide our Service in full and the lack of such personal information will prevent us from doing so. We may supplement the personal information you provide with publicly available information about you as well as information from other sources, as permitted by law. We use this personal information, for example, to process your Services, to create your website and to utilize other integrated tools. We also may use your e-mail address or other methods to send you newsletters, as well as messages about new features, special offers, promotional announcements, and other correspondence concerning our Services. If you no longer want to receive certain communications from us, you can contact Priority Payment Systems by telephone at 877-266-3708, by written notification via email at mxstorefront@pps.io, or notifying Priority Payment Systems in writing at Priority Payment Systems LLC, Attn: MX Storefront Communications, 2001 Westside Parkway, Suite 155, Alpharetta, Georgia 30004. Please note that you cannot unsubscribe from certain correspondence from us, including messages relating to your account transactions (to the extent you receive e-commerce functionality as part of the Service). We keep track of your interactions with us and collect information related to you and your use of our Service, including but not limited to: your online activity and transactions (to the extent you receive e-commerce functionality as part of the Service). We only use this information to provide you additional personalized Services, and to otherwise enhance or administer our Service offering to you.

(a) Email Address Confidentiality

If you wish to subscribe to the Service, we ask that you provide a valid email address. We may notify you via email of any announcements or notices. However, Priority will not sell or rent your email address to third parties.

(b) IP Addresses

Internet Protocol addresses indicate the location of users' computers in the Internet. Our website servers log IP addresses for the administration of this Service. We may link IP addresses to personally identifiable information.

(c) Cookies

We may collect cookies to assist us in the proper functioning of our Service. Cookies are small pieces of non-identifying data stored on your computer. A session ID cookie is received through the web browser and it expires once you close your web browser. A persistent cookie is stored on your computer and you can clear it by accessing your Internet browser's settings.

(d) Mobile and Location Information

If you use mobile-enabled Services provided by Priority, such as any Priority mobile application made available by us to You, we may receive information about your use of our Services from your mobile device while you use our applications or Services. This may also include information about your precise location if you have enabled location-based Services on your mobile device. Priority will not sell or distribute this information to third parties.

9. THIRD PARTY WEBSITES, SERVICES, AND CONTENT

The Service may contain links to third-party websites, including your social profiles, all of which are not under the control of Priority, and Priority is not responsible for, nor does it guarantee the accuracy or integrity of, the content(s) of any linked website, any link contained in a linked website, or any changes or updates to such sites. The inclusion of any link does not imply that Priority endorses or accepts any responsibility for the content on any third party site. Your correspondence or business dealings with, or participation in a transaction on or in any third party site found through the Service, including payment and delivery of related goods or Services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. Priority is not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of links to such third party websites on the Service.

10. DISCLAIMER OF WARRANTY

ALL INFORMATION, CONTENT, SERVICES, AND MATERIAL AVAILABLE ON THE SERVICE IS PROVIDED ON AN "AS IS" BASIS.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. TO THE FULL EXTENT APPLICABLE BY LAW PRIORITY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT ABLE TO WARRANT THE NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER PRIORITY NOR ANY OTHER PERSON OR ENTITY INVOLVED GUARANTEES THAT SERVICES THROUGH THE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED, OR DEFECT-FREE. WE DO NOT GUARANTEE THE ACCURACY OF ANY INFORMATION OR MATERIAL FOUND ON THE SERVICE.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL PRIORITY, ITS AFFILIATES, OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS) BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR LOSS OF DATA, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. PRIORITY'S SOLE AND EXCLUSIVE LIABILITY TO MERCHANT FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR AS A RESULT OF ANY ERRORS, OR OMISSIONS SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID HEREUNDER. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, YOU ASSUME ALL RISKS CONCERNING THE SUITABILITY AND ACCURACY OF THE INFORMATION WITHIN THE SERVICE. THE SERVICE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. PRIORITY ASSUMES NO RESPONSIBILITY, AND DISCLAIMS ALL LIABILITY, FOR ANY SUCH INACCURACIES, ERRORS, OR OMISSIONS ON THE SITE.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold Priority and its affiliates, officers, agents, co-branders, partners, independent contractors, service providers, and employees harmless from any claim or demand made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of this Agreement, your infringement of any third parties' rights, or your violation of any rights of other users of the Service. Any such indemnification shall include the payment of reasonable attorney's fees incurred in the defense of such claim.

13. TERMINATION OF ACCESS

Priority reserves the right (but not the obligation) to terminate your privilege to use the Service at any time, for any reason. In addition, Priority shall have the right to (i) remove any material that in Priority's sole opinion may violate, or that is alleged to violate, any applicable law, policies (i.e. card associations), or this Agreement; (ii) terminate any portion of the Service, and/or remove a user or users or otherwise terminate any use of the Service if Priority determines in its sole discretion that such use is unlawful and/or prohibited by the law, policies, or this Agreement; and (iii) if provided with a court order provide law enforcement officials with all requested information about the Merchant and account from which the illegal activity or material originated.

14. FEES; RECURRING PAYMENT AUTHORIZATION VIA ACH. The fees for this Service are outlined in the Merchant Application and Agreement form, attached hereto and incorporated herein by this reference. By executing the Merchant Application and Agreement, you authorize Priority to debit your bank account that you have specified in the attached billing authorization form (or that you have otherwise provided to Priority in connection with other services provided by Priority or its affiliates) each billing period in the amount of the balance due for the applicable billing period in accordance with the Fee Schedule (and for such other fees and services pursuant to the MX Storefront merchant application and agreement). The debit will occur via the ACH

system. You agree that the bank account specified by you for automatic regular bill payments is, and will continue to be, an account that you own, and that you will maintain sufficient funds in the account to pay your recurring bill. The automatic billing cycle charge to your account will occur on or after the first day of the month of the applicable billing period. These terms and conditions will constitute your copy of your recurring payment authorization to Priority Payment Systems. Please retain a copy of this recurring payment authorization for your records.

You can cancel or modify your recurring payment authorization only by one of the following means: (1) contacting Priority Payment Systems by telephone at 877-266-3708, by written notification via email at mxstorefront@pps.io, or notifying Priority Payment Systems in writing at Priority Payment Systems LLC, Attn: MX Storefront Billing, 2001 Westside Parkway, Suite 155, Alpharetta, Georgia 30004. Your request to cancel your recurring payment authorization must be received by Priority at least three business days before your due date for the billing cycle in which your request is made. If your cancellation request is submitted after this time, the cancellation will not take effect until the following billing cycle.

15. NOTICES

We may need to notify you from time to time regarding changes to this Agreement or the Services. You agree that such notices will be effective upon sending them to you through email to the email address or postal mail address provided by you from time to time, or notifying you via other means required by law. If you do not provide us with accurate information to contact you, we will not be held liable if you do not receive the notice.

16. INDEPENDENT RELATIONSHIP

Nothing in this Agreement is intended to create or shall be construed as creating an employer-employee relationship, or a partnership, agency, joint venture, or franchise between Priority and Merchant. Each party is responsible for its own federal, state, and local taxes for any transaction occurring through the Service.

17. GENERAL INFORMATION

Term; Termination. This Agreement for Services shall commence on the Effective Date and shall continue in effect on a monthly automatic renewal basis, as specified in the fee schedule, until either you or Priority elect to terminate the Agreement in accordance with its terms. This Agreement may be terminated by either party for convenience upon no less than thirty (30) days prior written notice to the other party, with the effective date of termination to be on the last day of the billing cycle following the month in which notice of termination is given. In the event of termination, the licenses granted to You under this Agreement will be revoked on the effective date of termination.

Survival. The terms and conditions of this Agreement which by their nature or by their express terms are reasonably intended to survive beyond expiration or termination of this Agreement shall so survive.

Jurisdiction and Choice of Law. The validity, interpretation, and performance of the Agreement are governed and controlled by the laws and regulations of the State of Georgia. In the event of a dispute, you agree to submit to the personal and exclusive jurisdiction of the state and/or federal

courts located in Fulton County, Georgia. You hereby waive any objections to forum or jurisdiction on the grounds of forum non conveniens or otherwise.

Severability. In the event any provision of the Agreement is found to be illegal, invalid, or unenforceable for any reason, the legality, validity, and enforceability of the remainder of the terms and conditions shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.

Changes to this Agreement; Changes to Fees. We reserve the right to change or modify the terms and conditions of Service, including the fees associated with the Service, at any time. Changes to the terms and conditions, fees or other policies will be effective upon sending notification to the email address or postal address on file. In consideration of the Services provided by us, you shall be charged, and agree to pay us, any and all fees set forth in this Agreement and any additional pricing supplements provided from time to time, all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements. Subject to the terms of this Agreement, we may increase our fees for Services for any reason at any time, by notifying you twenty (20) days prior to the effective date of such change or addition.

ACH Authorization. To the extent the Automated Clearing House ("ACH") process is used to effect debits or credits to your account as payment for Services, you agree to be bound by the terms of the National Automated Clearing House Association ("NACHA"), as in effect from time to time. You hereby authorize us to initiate credit and/or debit entries and adjustments to your account through the ACH network and/or through direct instructions to the financial institution where your account is maintained for amounts due under this Agreement and under any agreements with us or our respective affiliates for any related services, as well as for any credit entries in error. You hereby authorize the financial institution where your bank account is maintained to effect all such debits and credits to your account. This authority will remain in full force and effect until we have given written notice to the financial institution where your bank account is maintained that all monies due under this Agreement and under any other agreements with us or our respective affiliates for any related services have been paid in full.

Entire Agreement. This Agreement, along with Priority's other policies, contains the complete Agreement between the Merchant and Priority regarding the subject matter hereof.

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, provided however, that notwithstanding the foregoing or anything in this Agreement to the contrary, Priority reserves the right to assign this Agreement to any affiliate, parent company or subsidiary, or to any entity that gains control of Priority by way of merger, acquisition or otherwise.

18. BINDING AGREEMENT.

As a condition of your use of the Services, you agree that (i) you are the owner or authorized representative of the Merchant; (ii) you possess the authority to create a legally binding obligation; (iii) that you will at all times comply with this Agreement; and (iv) you have the right to provide any and all information you submit to Priority, the information is only about your company, and all such information is accurate, true, current, and complete.