



Terms & Conditions

AUTHORIZE.NET MERCHANT SERVICE AGREEMENT

Welcome to Authorize.Net and the Authorize.Net Merchant Service Agreement. Authorize.Net offers to merchants credit card transaction processing and payment gateway services, as well as a host of value added services, as more fully described herein and at www.authorize.net (the "Site"), as such descriptions may be changed by Authorize.Net from time to time (the "Authorize.Net Services"). In order for you, on behalf of your company (individually or collectively, "You" or "Your"), to obtain or continue using those certain Authorize.Net services, You must agree to and accept the terms and conditions of this agreement (the "Agreement"). The Agreement sets out the terms and conditions under which you may utilize the Authorize.Net Services. Please read this Agreement carefully. It is important that You understand that upon Your acceptance of this Agreement, by continuing to use any of the Authorize.Net Services and/or by clicking on the "I AGREE" button at the end of this Agreement, it becomes a legally binding contract.

By continuing to use any of the Authorize.Net Services and/or by clicking on the "I AGREE" button You represent that You have reviewed and understand the Agreement and agree to be legally bound by all its terms and conditions (including the terms and conditions stated on web pages incorporated by reference herein). If You do not agree or are not willing to be bound by the terms and conditions of this Agreement, please do not click on the "I AGREE" button and do not seek to obtain or continue using the Authorize.Net Services.

NOW THEREFORE, You agree as follows:

1. **Your Capacity and Related Matters.** By accepting the terms and conditions of this Agreement, You represent and warrant that (a) You are 18 years of age or older, (b) all information You have provided to Authorize.Net is true and correct in all respects, and (c) You will update Authorize.Net by e-mail with any changes to information You have previously supplied. You further represent and warrant that You have the legal authority to accept the terms and conditions of this Agreement on behalf of Your company and that such acceptance will be binding on Your company. Authorize.Net reserves its right, in its sole discretion, to refuse to provide You with any Authorize.Net Service and terminate this Agreement, with or without notice. Words and phrases with initial letters capitalized and not otherwise defined herein shall have the meaning set forth in Section 13.13.
2. **Undertakings of Authorize.Net.**
 - 2.1 **Authorize.Net Grant.** Authorize.Net hereby grants You a non-exclusive, royalty-free, fully-paid up right, during the Term, to use the Authorize.Net Services, subject to the restrictions herein and any other restrictions communicated by Authorize.Net to You, only as necessary to perform hereunder and for no other purpose.
 - 2.2 **Authorize.Net Services.** Authorize.Net shall provide the Authorize.Net Services to You in all material respects in accordance with the terms and conditions of this Agreement and consistent with all applicable laws and regulations.
 - 2.3 **Limitations.** Your use of the Authorize.Net Services shall be restricted to a single merchant acquiring bank account and You shall not submit payment data to Authorize.Net or otherwise process orders on behalf of any other entity or individual. Any attempt by You to use the Authorize.Net Services for more than one merchant acquiring bank account or on behalf of another entity or individual may result in an obligation to pay to Authorize.Net additional fees and charges and/or Authorize.Net's revocation of Your right to use the Authorize.Net Services and termination of this Agreement.
 - 2.4 **Relationship to Merchant Service Providers.** You may have purchased the Authorize.Net Services through a Merchant Service Provider. Pursuant to your agreement with the Merchant Service Provider, You have been authorized to receive the Authorize.Net Services. In addition to your agreement with the Merchant Service Provider, the terms and conditions of this Agreement govern your use and Authorize.Net's provision of the Authorize.Net Services.
 - 2.5 **Customer Service.** During the Term, if You are current in payment of all fees owing to Authorize.Net and are otherwise not in default under this Agreement, Authorize.Net shall provide customer service to You, as set forth in the Support Services section of the Authorize.Net web site at the URL <http://www.authorizenet.com>.
3. **Undertakings of You.**
 - 3.1 **ID and Password.** In connection with Your rights described in Section 2.1, Authorize.Net will issue to You, or permit You to continue using the ID and password given to You by Authorize.Net or a Merchant Service Provider, to enable You and/or Your employees and agents to access Your gateway account and use the Authorize.Net Services. You will restrict access to such ID, password, and account to Your employees and agents as may be reasonably necessary consistent with the purposes of this Agreement and will ensure that each such employee and agent accessing and using the account is aware of and otherwise complies with all applicable provisions of this Agreement regarding such use and access. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to You by Authorize.Net or a Merchant Service Provider for purposes of giving You access to the Authorize.Net Services. Authorize.Net shall be entitled to rely on information it receives from You and may assume that all such information was transmitted by or on behalf of You. You shall comply with all Authorize.Net recommendations and notices regarding the security of your ID, password and gateway account.
 - 3.2 **Compliance with Law and Authorize.Net Guidelines.** In connection with the exercise of Your rights and

obligations under this Agreement (including, without limitation, any related to individual privacy), You will comply, at Your own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to You, Your business or the Transactions and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including, without limitation, the rules promulgated by the Credit Card Associations, the privacy requirements of the Gramm Leach Bliley Act and regulations thereof. In addition, You shall comply with all the current policies, procedures and guidelines of Authorize.Net governing the Authorize.Net Services, including, without limitation, Authorize.Net's Acceptable Use Guidelines and Privacy Policy, both incorporated herein by reference. The Authorize.Net Acceptable Use Guidelines and Privacy Policy are available at <http://www.authorizenet.com/company/use.php> and <http://www.authorizenet.com/company/privacy.php>, respectively. Authorize.Net reserves the right to amend, modify or change such policies, procedures, and guidelines at any time. You shall not use the Authorize.Net Services in any manner, or in furtherance of any activity that may cause Authorize.Net to be subject to investigation, prosecution, or legal action.

3.3 Value-Added Solutions and Services. In the event that You enroll in and/or utilize any of Authorize.Net's value-added services, You hereby acknowledge and agree to the terms and conditions contained in the appendix applicable to such service.

4. Data Privacy and Security.

4.1 Merchant Obligations. You are solely responsible for the security of data residing on server(s) owned or operated by You, or a third party designated by You (e.g., a web hosting company, processor, or other service provider). You shall comply with all applicable laws and regulations governing the security, collection, retention and use by You of financial information, including credit cards, and all other personally identifiable customer information. You agree to provide notice to your customers on Your web site that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement. Nothing in this Agreement shall prevent or restrict You from using any information You collect or receive independent of Your performance under this Agreement.

4.2 Authorize.Net Obligations. Authorize.Net will collect, retain, and disclose information and data collected from You and your customers (including data associated with the Authorize.Net Services) in accordance with Authorize.Net's Privacy Policy. You hereby consent, as a condition of Your enrollment in and use of the Authorize.Net Services, to the collection, use, processing and transfer of personal data as described in this paragraph and Authorize.Net's Privacy Policy. You understand that Authorize.Net will collect and hold personal or non-public information about You and Your customers, including but not limited to: Your name, address, telephone number, e-mail address, social security number and/or tax identification number, (and if a sole proprietorship or partnership, Your date of birth, salary, job title and credit history) for the purpose of considering eligibility for the Authorize.Net Services as well Your customers' names, mailing & shipping addresses, email addresses, phone number, dollar amount of purchases, types of purchases and descriptions of purchases for the purpose of providing You with the Authorize.Net Services ("Data"). You also understand and agree that Authorize.Net may obtain various consumer reports regarding You from third parties, run a credit check, report unpaid collection issues to credit bureaus, and/or obtain other personal or credit information about You. You further understand and agree that Authorize.Net, its subsidiaries, suppliers and/or their agents/contractors may transfer Data among themselves as necessary for the purpose of the provision and management of the Authorize.Net Services, and that Authorize.Net may further transfer Data to third parties assisting Authorize.Net in evaluating Your eligibility for, provision of, administration and management of the Authorize.Net Services, as well as under circumstances described in Authorize.Net's Privacy Policy, as may be modified from time to time by Authorize.Net.

4.3 Data Security. While Authorize.Net uses commercially reasonable efforts to safeguard Date and Transaction data transmitted while using the Service, Authorize.Net does not warrant that Data and Transaction data will be transported without unauthorized interception or modification or that your account and Your Data will not be accessed or compromised by unauthorized third parties (e.g., hackers). You agree that you will comply with all Authorize.Net security protocols and security advisories in effect during the term of this Agreement. You are solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by Authorize.Net associated with Your account and verifying that all corresponding funds are accurately processed. You acknowledge that Authorize.Net shall not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Your account or Your Data. Authorize.Net's liability for improperly processed or unauthorized Transactions solely attributable to the negligence of Authorize.Net is limited pursuant to Section 12. You will (i) comply with all then current legal obligations and guidelines, including without limitation those issued by Credit Card Associations and the Federal Trade Commission, associated with the collection, security and dissemination of Data on Your website, and expressly including the Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP).

4.4 Data Retention. You are solely responsible for compiling and retaining permanent records of all Transactions and other Data for Your reference. Except as otherwise provided herein, at no time shall Authorize.Net have an obligation to store, retain, report or otherwise provide any copies of or access to any records of Transactions or Data collected or processed by Authorize.Net.

5. Fees. You shall pay to Authorize.Net the fees set forth in the Fee Schedule located in the Merchant Interface, which is hereby incorporated into the terms of this Agreement by reference. Notwithstanding the foregoing and if agreed upon by the parties, a Merchant Service Provider may charge, bill, and collect such fees from You, in the amounts stated in and in accordance with the terms and conditions of the agreement between You and such Merchant Service Provider. If Your relationship with a Merchant Service Provider expires or terminates and such Merchant Service Provider was billing You for certain Fees, then You may continue using the Authorize.Net Services. If You elect to continue using the Authorize.Net Services, You acknowledge and agree that Authorize.Net may begin to bill You for such fees in the amounts that the Merchant Service Provider had been charging You or at a rate negotiated by the parties, pursuant to the terms and conditions set forth in Section 6.1 below.

6. Payment Terms.

6.1 Authorize.Net Bills You.

6.1.1 Billing Terms. Billing shall begin on the Effective Date. You will remit any and all amounts payable to Authorize.Net on a monthly basis, and the first payment shall be due on the first day of the month immediately following the Effective Date. Unless otherwise specified herein, fees and payments for any subsequent time periods shall be due on the first day of the month. You hereby authorize Authorize.Net to initiate transaction entries to Your depository account or, if Authorize.Net is unable to collect owing amounts from Your depository account, to charge Your credit card, the numbers of which are to be provided to Authorize.Net by You (directly or through a Merchant Service Provider) on or before the Effective Date, for any and all amounts owing to Authorize.Net under this Agreement. Entries initiated to or from Your depository account will be in accordance with the rules of the National Automated Clearing House Association and/or any other regulatory body or agency having jurisdiction over the subject matter hereof. This authorization is to remain in full force and effect until Authorize.Net has received written notification from You of Your termination in such time and manner as to afford Authorize.Net and Your depository institution a reasonable opportunity to act on it. If Your depository account number or credit card number changes, You shall promptly provide Authorize.Net with written notice of the change and the new number(s). If You fail to provide Authorize.Net with accurate current depository account or credit card numbers, Authorize.Net may discontinue its performance of the Authorize.Net Services for You, without liability, until such information is provided to Authorize.Net or terminate this Agreement. You acknowledge that any change in account information may not be effective until the billing month following the second month in which Authorize.Net receives such notice.

6.1.2 Non-Sufficient Fund Fee, Late Payment Fee, and Service Reactivation Fee. You shall pay to Authorize.Net a "Non-Sufficient Fund Fee," in the amount set forth in the Fee Schedule, each time Authorize.Net attempts to debit Your depository account for any amounts owing under this Agreement and receives a non-sufficient fund message from Your bank. Any amounts due to Authorize.Net under this Agreement and not paid when due will be subject to a finance charge equal to one and one-half percent (1.5%) or the highest rate allowable by law, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure any breach or default for late payment. Authorize.Net may accept any check or payment from You without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or any correspondence accompanying any check or payment or elsewhere will be construed as an accord or satisfaction. If You do not pay owing amounts on or before the first business day following the tenth (10th) day of the month, You will be subject to a Late Payment Fee, in the amount set forth in the Fee Schedule. If You have not paid all owing amounts on or before the last business day of the month in which they were due, Authorize.Net may, in its sole discretion, discontinue its performance of the Authorize.Net Services for You and/or immediately terminate this Agreement. Unless Authorize.Net has already terminated this Agreement, if You subsequently pay in full all owing fees and charges, including a "Service Reactivation Fee" in the amount set forth in the Fee Schedule, within six (6) months of the date Authorize.Net deactivated your account, Authorize.Net agrees to restore Your access to the Authorize.Net Services upon Authorize.Net's receipt of such payment. You agree to pay all costs and expenses of whatever nature, including attorneys' fees, incurred by or on behalf of Authorize.Net in connection with the collection of any unpaid charges and fees. As security for Merchant's payment and indemnity obligations under this Agreement, Merchant hereby warrants to Authorize.Net a security interest on all of Merchant's inventory, accounts, contract rights, receivables, goods and assets of any and every kind, including but not limited to all items of intangible property, wherever located, now and hereafter belonging to Reseller or in which Reseller has had interest, and all proceeds of the foregoing.

6.2 Merchant Service Provider Bills You. Notwithstanding Section 6.1, if You are to be billed by a Merchant Service Provider for some or all of the fees associated with Authorize.Net Services, You shall pay the Merchant Service Provider in accordance with the terms mutually agreed upon between You and such Merchant Service Provider.

7. **Term.** This Agreement shall commence on the date You accept this Agreement and remain in full force and effect until terminated pursuant to Section 8. The date this Agreement is accepted by You by clicking the "I AGREE" button below is referred to as the "Effective Date."

8. **Termination and Suspension.**

8.1 Termination At Will. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days prior written notice. You acknowledge that Authorize.Net may immediately terminate this Agreement as a result of a Force Majeure Event as described in Section 13.10 or other events or occurrences as set forth in this Agreement.

8.2 Termination or Suspension of You by a Merchant Service Provider. If Authorize.Net is to be paid for Your access to and use of the Authorize.Net Services by a Merchant Service Provider, and if Authorize.Net receives notice from such Merchant Service Provider that it has terminated or suspended its relationship with You, Authorize.Net may suspend and/or terminate Your right to access and use the Authorize.Net Services and/or this Agreement without notice and without liability. In addition, Authorize.Net may suspend and/or terminate the Authorize.Net Services and/or this Agreement without notice and without liability upon receipt of notice from Your Processor or acquiring bank that You are no longer entitled to send an authorization message, settlement message, or other message or payment data related to a credit card transaction to Your Processor.

8.3 Termination for Cause. In addition to any other termination rights granted by this Agreement, either party may terminate this Agreement on ten (10) days written notice for breach by the other party of its obligations hereunder unless such breach is cured within such ten (10) day period.

8.4 Effect of Termination. Upon termination of the Term for any reason, all rights and obligations of the parties under this Agreement shall be extinguished, except that: (a) all accrued payment obligations hereunder shall survive such termination; and (b) the rights and obligations of the parties under Sections 8.4, 9.1, 10, 11, 12, and 13 shall survive such termination.

9. **Intellectual Property.**

9.1 Authorize.Net. The parties agree that Authorize.Net owns and retains all right, title and interest in and to the Authorize.Net Marks, Authorize.Net Services and any related technology utilized under or in connection with this

Agreement, including but not limited to all intellectual property rights associated therewith. No title to or ownership of any of the foregoing is granted or otherwise transferred to You or any other entity or person under this Agreement. You will not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the Authorize.Net Services or related technology.

9.2 Authorize.Net Marks License. Subject to the terms and conditions contained herein, Authorize.Net hereby grants to You the right to use, reproduce, publish, perform and display the Authorize.Net Marks (as defined on Exhibit A attached hereto): (a) on Your web site in connection with Your offering of payment options to Your customers; and (b) in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about or related to any of the Authorize.Net Services.

9.3 Your Marks License. Subject to the terms and conditions contained herein, You hereby grant to Authorize.Net and its affiliates the right to use, reproduce, publish, perform and display Your Marks (as defined on Exhibit A attached hereto): (a) in connection with the development, use, reproduction, modification, adaptation, publication, display and performance of the Authorize.Net Services offered and/or accessible through Your web site; and (b) in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about or related to any of the Authorize.Net Services.

9.4 Use of Trademarks. Each party shall strictly comply with all standards with respect to the other party's Trademarks contained herein or which may be furnished by such party from time to time. Further, neither party shall create a combination mark consisting of one or more Trademarks of each party. All uses of the other party's Trademarks shall inure to the benefit of the party owning such Trademark. Each party hereby acknowledges and agrees that, as between the parties, the other party is the owner of the Trademarks identified as its Trademarks in any written notice provided to the other party pursuant to this Agreement. Either party may update or change the list of Trademarks usable by the other party hereunder at any time by written notice to the other party.

9.5 Use the Appropriate ® or ™ Symbol. You must reproduce any Authorize.Net Marks exactly as shown on Appendix A, including the exact reproduction of any proprietary markings or legends and including the appropriate ® or ™ symbol at the first and most prominent reference, or as soon as practicable thereafter.

9.6 Provide Appropriate Trademark Attribution. You must include a statement of ownership when displaying or reproducing any Authorize.Net Marks. The statement should read: "AUTHORIZE.NET and the Authorize.Net logo [or any other applicable mark] are trademarks or registered trademarks of Authorize.Net Corporation or its parent company, Lightbridge, Inc." If it is not feasible to include the attribution statement, it is acceptable to use a general-purpose attribution statement in a form such the following: "All other trademarks are the property of their respective owners."

9.7 Trademarks and Domain Registration. You shall not use, register or attempt to register any: (a) Authorize.Net Marks; or (b) trademarks; or (c) domain names that are confusingly similar to any of the Authorize.Net Marks or the Domain.

9.8 Trademark Restrictions. You shall not (i) use the Authorize.Net Marks except as expressly authorized in this Agreement; (ii) take any actions inconsistent with Authorize.Net's ownership of the Authorize.Net Marks and any associated registrations, or attack the validity of the Authorize.Net Marks, its ownership thereof, or any of the terms of this Agreement; (iii) use the Authorize.Net Marks in any manner that would indicate You are using such Authorize.Net Marks other than as a licensee of Authorize.Net; nor (iv) assist any third party do any of the same.

9.9 Further Assurances. Each party shall take, at the other party's expense, such action (including, without limitation, execution of affidavits or other documents) as the other party may reasonably request to effect, perfect or confirm such other party's ownership interests and other rights as set forth in this Section 9.

10. Representations and Warranties.

10.1 Mutual Warranties. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this Agreement, (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, (d) the party's obligations under this Agreement do not violate any law or breach any other agreement to which such party is bound; and (e) it has all right, title or interest, or valid license to use, its respective Marks, and that its grant of rights associated therewith do not violate any intellectual property or other proprietary rights of any third party.

10.2 Authorize.Net Warranty.

10.2.1 WARRANTY. DURING THE EFFECTIVE TERM OF THIS AGREEMENT, AUTHORIZE.NET REPRESENTS AND WARRANTS THAT THE AUTHORIZE.NET SERVICES WILL CONFORM IN ALL MATERIAL RESPECTS TO THE APPLICABLE DOCUMENTATION MADE AVAILABLE TO YOU BY AUTHORIZE.NET. YOU MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE AUTHORIZE.NET SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS, INCLUDING REPRESENTATIONS OR WARRANTIES OF ANY MERCHANT SERVICE PROVIDER. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE AUTHORIZE.NET SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. YOU EXPRESSLY ACKNOWLEDGE THAT THE AUTHORIZE.NET SERVICES ARE COMPUTER NETWORK-BASED SERVICES, WHICH MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. IN SUCH AN EVENT AND SUBJECT TO THE TERMS HEREOF, AUTHORIZE.NET SHALL USE COMERCIAALLY REASONABLE EFFORTS TO REMEDY MATERIAL INTERRUPTIONS AND WILL PROVIDE ADJUSTMENTS, REPAIRS AND REPLACEMENTS, WITHIN ITS CAPACITY, THAT ARE NECESSARY TO ENABLE THE AUTHORIZE.NET SERVICES TO PERFORM THEIR INTENDED FUNCTIONS IN A REASONABLE MANNER. YOU ACKNOWLEDGE THAT AUTHORIZE.NET DOES NOT WARRANT THAT SUCH EFFORTS WILL BE SUCCESSFUL. IF AUTHORIZE.NET'S EFFORTS ARE NOT SUCCESSFUL, YOU MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 8.1. THE FOREGOING SHALL CONSTITUTE

YOUR SOLE REMEDY, AND AUTHORIZE.NET'S SOLE LIABILITY, IN THE EVENT OF INTERRUPTION, OUTAGE OR OTHER DELAY OCCURRENCES IN THE AUTHORIZE.NET SERVICES. AUTHORIZE.NET DOES NOT WARRANT THE SERVICES OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, THE MERCHANT SERVICE PROVIDER, BANK OR ANY THIRD PARTY PROCESSOR.

10.2.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.2.1, AUTHORIZE.NET SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE AUTHORIZE.NET SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, YOU AGREE THAT AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE AUTHORIZE.NET SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE.

10.3 Your Warranties. You represent and warrant to Authorize.Net that:

10.3.1 All representations and statements made by You in this Agreement, or in any other document relating hereto by You or on Your behalf, are true, accurate and complete in all material respects. You hereby authorize Authorize.Net to investigate and confirm the information submitted by You herein. For this purpose, Authorize.Net may utilize credit bureau reporting agencies and/or its own agents.

10.3.2 You are engaged in a lawful business that includes the sale of products and/or services, and are duly licensed to conduct such business under the laws of all jurisdictions in which You conduct business; and

10.3.3 You will comply with all laws, policies, guidelines, regulations, ordinances or rules applicable to You, Your business or the Transactions, including, without limitation: (i) the Credit Card Association rules and regulations; (ii) the Gramm Leach Bliley Act; (iii) any regulatory body or agency having jurisdiction over the subject matter hereof; (iv) Authorize.Net's Acceptable Use Guidelines and Privacy Policy; and (v) the then current policies, procedures, and guidelines of Authorize.Net governing the Authorize.Net Services.

10.4 Third Party Programs. You acknowledge that the Authorize.Net Services are designed for use with certain third-party programs, including, without limitation, certain Internet browser and software programs developed and owned by third parties. You will look solely to the developers and manufacturers of such programs with regard to warranty, maintenance or other support regarding the same. Authorize.Net makes no warranty, express or implied, with regard to any such third-party software.

11. LIMITATIONS OF LIABILITY AND DISCLAIMERS.

11.1 DISCLAIMER. AUTHORIZE.NET EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS ARISING FROM OR RELATED TO THE AUTHORIZE.NET SERVICES, MERCHANT SERVICE PROVIDERS, THIRD PARTY PROCESSORS, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION, LIABILITY OR LOSS ASSOCIATED WITH UNAUTHORIZED ACCESS TO YOUR DATA OR YOUR CUSTOMER DATA (INCLUDING CREDIT CARD NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION), A MERCHANT INTERFACE, YOUR WEBSITE, A SERVER, OR A FACILITY, DUE TO ACCIDENT, ILLEGAL OR FRAUDULENT MEANS INCLUDING HACKING, OR DEVICES USED BY ANY THIRD PARTY, OR OTHER CAUSES BEYOND AUTHORIZE.NET'S REASONABLE CONTROL. YOU EXPRESSLY AGREE THAT AUTHORIZE.NET SHALL NOT BE LIABLE FOR ANY LOSS ARISING FROM: (I) A THIRD PARTY'S INFILTRATION OF AUTHORIZE.NET SERVICES, SYSTEMS OR WEBSITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, VIA DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER SOFTWARE PROGRAMS, OR TECHNOLOGY; (II) DISRUPTION, DAMAGE, INTERCEPTION, UNAUTHORIZED ACCESS TO OR EXPROPRIATION OF THE AUTHORIZE.NET SERVICES, OR ANY SYSTEM, PROGRAM, DATA, TRANSACTION OR PERSONAL INFORMATION BELONGING TO AUTHORIZE.NET, YOU OR ANY THIRD PARTY; (III) THE LIMITATION OF THE FUNCTIONING OF ANY SOFTWARE, HARDWARE, EQUIPMENT OR SERVICE; OR (IV) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER, PAYMENT PROCESSOR OR BANK. AUTHORIZE.NET EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE INDIVIDUAL MERIT AND LEGITIMACY OF ORDERS FORWARDED FROM YOU AND FOR ANY AND ALL CLAIMS OF LOSS AND/OR FRAUD INCURRED RESULTING FROM THE USE OF OR CONCLUSIONS DRAWN FROM THE DATA PROVIDED BY THE FRAUDSCREEN.NET SERVICE.

11.2 EXCLUSION. IN NO EVENT WILL AUTHORIZE.NET OR ANY OF ITS PARENTS, AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, AFFILIATES OR VENDORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 LIMITATION. EXCEPT AS OTHERWISE LIMITED, THE TOTAL LIABILITY OF AUTHORIZE.NET TO YOU (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE) UNDER THIS AGREEMENT OR WITH REGARD TO THE AUTHORIZE.NET SERVICES OR ANY OTHER ITEMS PROVIDED BY AUTHORIZE.NET UNDER THIS AGREEMENT, WILL IN NO EVENT EXCEED THE AGGREGATE COMPENSATION AUTHORIZE.NET RECEIVED FOR PROVIDING THE AUTHORIZE.NET SERVICES TO YOU DURING THE THIRTY DAYS PRECEDING THE DATE ON WHICH THE CLAIM AROSE OR \$1,000, WHICHEVER IS LESS.

12. Indemnification.

12.1 Indemnification by Authorize.Net.

12.1.1 General. Authorize.Net shall defend, indemnify and hold You and any of your officers, directors, agents and employees harmless from and against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by You, arising out of or relating to any alleged infringement of a U.S. patent or copyright of any other entity or person by the Authorize.Net Services.

12.1.2 Limitation; Prevention of Infringement. Authorize.Net's obligations in Section 12.1.1 do not apply if the Authorize.Net Services or portions or components thereof (a) are modified by persons or entities other than Authorize.Net if the alleged infringement relates to such modification; (b) are combined with other products, processes or materials not supplied or recommended by Authorize.Net where the alleged infringement relates to such combination, or (c) continue to be used after Authorize.Net has made a non-infringing version available to You (collectively, "Merchant Faults"). If the Authorize.Net Services or any component thereof becomes, or in Authorize.Net's opinion is likely to become, the subject of a claim of infringement, then You shall permit Authorize.Net, at Authorize.Net's sole option and expense, either to (i) procure for You the right to continue using the Authorize.Net Services as permitted in this Agreement, or (ii) replace or modify the affected Authorize.Net Services or infringing component so that it becomes non-infringing. If, after using commercially reasonable efforts, Authorize.Net is unable to cure the infringement, either party may terminate this Agreement upon notice to the other, as provided in Section 8.1. THIS SECTION 12.1.2 STATES THE ENTIRE LIABILITY OF AUTHORIZE.NET TO YOU WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE AUTHORIZE.NET SERVICES.

12.2 Indemnification by You. You shall defend, indemnify, and hold harmless Authorize.Net and its affiliates, parents, and/or subsidiaries, and any of their officers, directors, agents and employees, from and against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Authorize.Net, arising out of or relating to: (a) any breach or alleged breach by You of any representation, warranty, or obligation of You set forth in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You or any of your employees, agents or customers; (c) the reliability, accuracy, or legitimacy of payment data or purchase orders submitted by You to Authorize.Net; (d) payment card transactions submitted by You to Authorize.Net and rejected by Authorize.Net or an issuing bank; or (e) any alleged infringement of a patent, copyright, trademark or other intellectual property right resulting from a Merchant Fault; (f) any alleged or actual violation by You of any applicable laws, regulations or rules of (i) the Credit Card Associations; (ii) the Gramm Leach Bliley Act; (iii) or any regulatory body or agency having jurisdiction over the subject matter hereof; or (g) any violation of Authorize.Net's Acceptable Use Guidelines or Privacy Policy. In the event You cause fines and/or penalties to be charged to Authorize.Net by the Credit Card Associations or any other entity, you agree to immediately reimburse Authorize.Net for said fines or penalties.

12.3 Indemnification Procedure. The obligations of each party ("Indemnitor") under this Section 12 to defend, indemnify and hold harmless the other party ("Indemnitee") shall be subject to the following: (a) Indemnitee shall provide Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Indemnitor of its obligations under this Section 11 to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) Indemnitor shall have control of the defense and of all negotiations for settlement of such claim or suit; and (c) Indemnitee shall cooperate with Indemnitor in the defense or settlement of any such claim or suit, provided that Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Indemnitor. Subject to clause (b) above, Indemnitee may participate in the defense of any such claim or suit at its own expense. Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to or materially prejudice Indemnitee in any way.

12.4 Exceptions. If You are an agency or instrumentality of a state of the United States and are precluded by the law of Your state from entering into indemnification obligations, then the obligations under Sections 12.2 and 12.3 shall apply only to the extent permitted by such state law.

13. General Provisions.

13.1 Publicity. The parties may work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters, provided, however, that neither party will have any obligation to do so. In addition, neither party will issue such publicity and general marketing communications concerning this relationship or the Authorize.Net Services without the prior written consent of the other party (not to be unreasonably withheld or delayed).

13.2 Non-exclusivity. Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

13.3 Relationship of the Parties. The parties are independent contractors and nothing in this Agreement shall make them joint venturers, partners, employees, agents or other representatives of the other party. Neither party shall make any representation that suggests otherwise. You further recognize that if you contracted for the Authorize.Net Services with a Merchant Service Provider, such provider is an authorized reseller of the Authorize.Net Services only and is not a joint venturer, partner, or agent of Authorize.Net.

13.4 Notices. All notices to You shall be given electronically, sent to the electronic mail address provided by or for You during registration for the Authorize.Net Services and/or posted in the Announcement section of your gateway account. Service termination notices to Authorize.Net shall be given electronically from within your Authorize.Net merchant menu and sent to support@authorize.net. You must log into your Merchant Menu at <https://secure.authorize.net>, click on Support, type your termination request, and click the Send button. All other notices to Authorize.Net must be in writing and sent to Lightbridge, Inc., 30 Corporate Drive, Burlington, Massachusetts 01803 or to (781) 359-4500 (fax), Attention: General Counsel. Such written notice will be deemed given upon personal delivery, upon confirmation of receipt if sent by

fax, or three (3) days after the date of mailing if sent by certified or registered mail, postage prepaid. Electronic mail notices shall be deemed given the next business day following the date delivered.

13.5 Amendment; Modifications. No amendment, modification, or change to any provision of this Agreement, nor consent to any departure by either party therefrom, will in any event be effective unless the same will be in writing and signed by the other party, and then such consent will be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, Authorize.Net may amend this Agreement at any time upon written or electronic notice to You of not less than ten (10) days prior to the effective date of such amendment; provided that the addition or change of service fees, will become effective upon at least thirty (30) days' notice. If You do not agree to such amendments, your sole remedy is to immediately terminate this Agreement upon written notice to Authorize.Net.

13.6 Severability; Headings. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

13.7 Governing Law; Jurisdiction. This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts, without reference or giving effect to its conflicts of law principles. You hereby irrevocably consent to the personal jurisdiction of and venue in the state and federal courts located in Suffolk County, Massachusetts with respect to any action, claim or proceeding arising out of or related to this Agreement and agree not to commence or prosecute any such action, claim or proceeding other than in such courts, except as otherwise provided in Section 13.11 below.

13.8 Waiver. The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

13.9 Assignment. You will not have the right or the power to assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of Authorize.Net, including in the case of a merger. Authorize.Net will have the right to assign this Agreement to its subsidiaries, affiliates and/or suppliers.

13.10 Force Majeure. Neither party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the Authorize.Net Services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Authorize.Net Services, or other catastrophes or any other occurrences which are beyond such parties' reasonable control (each a "Force Majeure Event"), provided that the party delayed will provide the other party notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event and in no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

13.11 Dispute Resolution. Any dispute or claim arising out of or relating to this Agreement, except claims involving intellectual property and claims for indemnification, may be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this Agreement, and will take place in Boston, Massachusetts, unless the Parties mutually agree to hold the proceedings elsewhere. This Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitrator may not award relief in excess of or contrary to what this Agreement provides or order consolidation or arbitration on a class wide or representative basis, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses will be divided equally between the Parties, but each Party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement, except for claims involving intellectual property, claims to recover outstanding amounts due Authorize.Net and claims for indemnification, may be brought by either Party more than one (1) year after the cause of action arose.

13.12 Entire Agreement. This Agreement together with all of Authorize.Net's policies referenced herein sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. You acknowledge that this Agreement reflects an informed, voluntary allocation between Authorize.Net and You of all risks (both known and unknown) associated with the Authorize.Net Services. In the event of a conflict between the Acceptable Use Guidelines and this Agreement, the latter shall govern.

13.13 Definitions.

"Credit Card Association" - for the purposes of this Agreement means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., and any other credit or debit card issuing company.

"Domain" - for the purposes of this Agreement, means the web site operated by or for Authorize.Net under the URL <http://www.authorize.net>.

"Merchant Interface" - means the user interface available to Merchants at <https://secure.authorize.net>.

"Merchant Service Provider" - for purposes of this Agreement, a Merchant Service Provider shall mean any third party through whom Authorize.Net may provide the Authorize.Net Services to You, including but not limited to a reseller, Independent Sales Organization ("ISO"), application service provider, merchant aggregator, acquiring bank and financing agency.

"Processor" - for purposes of this Agreement, a Processor shall mean a credit card processor that accepts Transactions from Authorize.Net and processes Transactions for You.

"Trademark(s)" - means all common law or registered trademark, service mark, trade name and trade dress rights and similar or related rights arising under any of the laws of the United States or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.

"Transactions" - for purposes of this Agreement, Transaction means any credit card authorization, credit, ticket only, batch settlement, decline transaction or other related transaction, completed or submitted under Your account to Authorize.Net.

Appendix A - Authorize.Net Marks

I. Authorize.Net Marks.

For purposes of this Agreement, "Authorize.Net Marks" means those trademarks listed below and such other trademarks as Authorize.Net may from time to time notify You in writing to be "Authorize.Net Marks" within the meaning of this Agreement.

Authorize.Net[®]

Authorize.Net Where the World Transacts[®]

eCheck.Net[®]

Fraud Detection Suite[™]

FraudScreen.Net[®]

Authorize.Net[®], a service of Lightbridge[®]

Lightbridge[®]

II. Your Marks.

For purposes of this Agreement, "Your Marks" means Your customary name and logo, and such other trademarks as You may from time to time notify Authorize.Net in writing to be "Your Marks" within the meaning of this Agreement.

Appendix B - Fraud Detection Suite

In the event You enroll in and Authorize.Net provides You with the Fraud Detection Suite Service, You agree as follows:

- 1. Expansion of Services.** The terms "Services" and "Authorize.Net Services", as each is defined in the Agreement, shall include the Fraud Detection Suite. The Fraud Detection Suite is described on the Authorize.Net website and in other service materials provided to You from time to time. All terms of the Agreement applicable to the Authorize.Net Services and the Services shall be applicable to the Fraud Detection Suite.
- 2. Your Obligations.** In addition to Your obligations set forth in the Agreement, You agree to pay the Fraud Detection Suite Fees, in accordance with Section 6 of this Agreement, in the amounts provided in the Fee Schedule located in the Merchant Interface and/or in the Fraud Detection Suite documentation page accessed during enrollment in the Fraud Detection Suite. By clicking the "I AGREE" button next to the Fraud Detection Suite Fee Schedule, You acknowledge Your acceptance of such fees, Your obligation to pay same and the terms and conditions applicable to the Fraud Detection Suite.
- 3. Your Warranty.** You represent, warrant, and covenant to Authorize.Net that Your use of the Fraud Detection Suite and any information gathered by You in connection with the Fraud Detection Suite: (a) will be fully compliant with all applicable local, state and federal laws, rules, and regulations; (b) will be in accordance with all applicable user guides, technical specifications, and other documentation as updated by Authorize.Net from time to time; and (c) will not be (by You or others) used for any purpose other than in connection with the Fraud Detection Suite and in a manner described in the documentation for the Fraud Detection Suite.
- 4. Acknowledgement.** You understand, acknowledge, and agree that You will be solely responsible for ALL transactions processed through Your gateway account, regardless of whether such transactions are monitored by the Fraud Detection Suite. You understand, acknowledge, and agree that You will be solely responsible for Your use of the Fraud Detection Suite including, without limitation: (i) configuring, maintaining and updating, as You deem necessary, the Fraud Detection Suite settings for Your Fraud Detection Suite account; and (ii) with respect to each Transaction processed via your gateway account, and regardless of any data, analysis, or information generated or not generated by the Fraud Detection Suite, determining the appropriate action for each such Transaction (i.e., approve, void, decline, reject).
- 5. AUTHORIZE.NET WARRANTY.** IN ADDITION TO ANY LIMITATIONS OR DISCLAIMERS SET FORTH IN THE AGREEMENT, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE FRAUD DETECTION SUITE SERVICE IS PROVIDED TO YOU BY AUTHORIZE.NET "AS IS" AND THAT AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE FRAUD DETECTION SUITE OR ANY OTHER TECHNOLOGY, CONTENT, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION, DATA, PRODUCTS, OR SERVICES, WILL BE

AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND THAT YOUR SOLE REMEDY FOR ANY ISSUE RELATED TO OR ARISING FROM THIS AGREEMENT AND/OR THE FRAUD DETECTION SUITE SERVICE, AND AUTHORIZE.NET'S SOLE LIABILITY FOR SAME, WILL BE TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR USE OF THE FRAUD DETECTION SUITE SERVICE.

6. **Risk, Security and Disclosure.** The risk and security suggestions provided to You in the documentation for the Fraud Detection Suite are solely for illustrative purposes to show best industry practices, and You shall be solely responsible for choosing the appropriate settings and parameters for your Fraud Detection Suite account. You acknowledge that in addition to Authorize.Net's other permitted uses of the data, Authorize.Net shall have the right to provide data to financial institutions, law enforcement agencies, card associations, and Your service provider for investigative or dispute resolution purposes.
7. **Termination.** If your Fraud Detection Suite account is terminated by You or Authorize.Net, Authorize.Net shall have the right to immediately cancel Your access to the Fraud Detection Suite. It is Your responsibility to download all reports prior to the effective date of any such termination as such reports will not be available subsequent to the termination date.
8. **Incorporation by Reference.** The Fraud Detection Suite Fee Schedule is incorporated herein by reference.
9. **Definitions.** All terms and conditions of the Agreement not specifically modified in this Appendix shall remain unchanged and in full force and effect. Unless separately defined herein, capitalized words used in this Appendix as defined terms shall have the same meanings herein as in the Agreement.

Appendix C - FraudScreen.Net Service

In the event You enroll in and Authorize.Net provides You with the FraudScreen.Net Service, You agree as follows:

1. **Expansion of Services.** The terms "Services" and "Authorize.Net Services", as each is defined in the Agreement, shall include the FraudScreen.Net Service. The FraudScreen.Net Service is described on the Authorize.Net website and in other service materials provided to You from time to time. All terms of the Agreement applicable to the Authorize.Net Services and the Services shall be applicable to the FraudScreen.Net Service.
2. **Your Obligations** In addition to Your obligations set forth in the Agreement, You agree to (i) pay the FraudScreen.Net Monthly Support Fee and Per Transaction Fee, in accordance with Section 6 of this Agreement, in the amounts provided in the Fee Schedule located in the Merchant Interface and/or on the FraudScreen.Net documentation page accessed during enrollment in the FraudScreen.Net service; (ii) display a Fair Isaac Corporation logo on Your Internet web site transaction page; (iii) release Authorize.Net from any and all claims of loss and/or fraud incurred resulting from the use of and/or conclusions drawn from the data provided by the FraudScreen.Net service, as provided in Sections 10.4 and 12 of this Agreement; and (iv) comply with any additional terms and conditions for Your use of the FraudScreen.Net service that may be made available to You by Authorize.Net from time to time. By clicking the "I AGREE" button next to the FraudScreen.Net Fee Schedule, You acknowledge Your acceptance of such fees, Your obligation to pay same and the terms and conditions applicable to the FraudScreen.Net Service.
3. **Your Warranty.** You represent, warrant, and covenant to Authorize.Net that Your use of the FraudScreen.Net Service and any information gathered by You in connection with the FraudScreen.Net Service: (a) will be fully compliant with all applicable local, state and federal laws, rules, and regulations; (b) will be in accordance with all applicable user guides, technical specifications, and other documentation as updated by Authorize.Net from time to time; and (c) will not be (by You or others) used for any purpose other than in connection with the FraudScreen.Net Service and in a manner described in the documentation for the FraudScreen.Net Service.
4. **Acknowledgement.** You understand, acknowledge, and agree that You will be solely responsible for ALL transactions processed through Your gateway account, regardless of whether such transactions are monitored by the FraudScreen.Net Service. You understand, acknowledge, and agree that You will be solely responsible for Your use of the FraudScreen.Net including, without limitation: (i) configuring, maintaining and updating, as You deem necessary, the FraudScreen.Net Service settings for Your FraudScreen.Net account; and (ii) with respect to each Transaction processed via your gateway account, and regardless of any data, analysis, or information generated or not generated by the FraudScreen.Net Service, determining the appropriate action for each such Transaction (i.e., approve, void, decline, reject).
5. **Third Party Programs.** You acknowledge that the FraudScreen.Net Service is a third-party software program developed and owned by Fair Isaac Corporation. You will look solely to Fair Isaac Corporation with regard to warranty, maintenance or other support regarding the same. Authorize.Net makes no warranty, express or implied, with regard to any such third-party software.
6. **AUTHORIZE.NET WARRANTY.** IN ADDITION TO ANY LIMITATIONS OR DISCLAIMERS SET FORTH IN THE AGREEMENT, AUTHORIZE.NET EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE INDIVIDUAL MERIT AND LEGITIMACY OF ORDERS FORWARDED FROM YOU AND FOR ANY AND ALL CLAIMS OF LOSS AND/OR FRAUD INCURRED RESULTING FROM THE USE OF OR CONCLUSIONS DRAWN FROM THE DATA PROVIDED BY THE FRAUDSCREEN.NET SERVICE. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE FRAUDSCREEN.NET SERVICE IS PROVIDED TO YOU BY AUTHORIZE.NET "AS IS" AND THAT AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE FRAUDSCREEN.NET SERVICE OR ANY OTHER TECHNOLOGY, CONTENT, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION, DATA, PRODUCTS, OR SERVICES, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND THAT YOUR SOLE REMEDY FOR ANY ISSUE RELATED TO OR ARISING FROM THIS AGREEMENT AND/OR THE FRAUDSCREEN.NET SERVICE, AND AUTHORIZE.NET'S SOLE LIABILITY FOR SAME, WILL BE TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR USE OF THE FRAUDSCREEN.NET SERVICE.
7. **Risk, Security and Disclosure.** The risk and security suggestions provided to You in the documentation for the

FraudScreen.Net Service are solely for illustrative purposes to show best industry practices, and You shall be solely responsible for choosing the appropriate settings and parameters for Your FraudScreen.Net Service account. You acknowledge that in addition to Authorize.Net's other permitted uses of the data, Authorize.Net shall have the right to provide data to financial institutions, law enforcement agencies, card associations, and Your service provider for investigative or dispute resolution purposes.

8. **Termination.** If Your FraudScreen.Net account is terminated by You or Authorize.Net, Authorize.Net shall have the right to immediately cancel Your access to the FraudScreen.Net Service. It is Your responsibility to download all reports prior to the effective date of any such termination as such reports will not be available subsequent to the termination date.
9. **Incorporation by Reference.** The FraudScreen.Net Service Fee Schedule is incorporated herein by reference.
10. **Definitions.** All terms and conditions of the Agreement not specifically modified in this Appendix shall remain unchanged and in full force and effect. Unless separately defined herein, capitalized words used in this Appendix as defined terms shall have the same meanings herein as in the Agreement.

Appendix D - Automated Recurring Billing Service

In the event You enroll in and Authorize.Net provides You with the Automated Recurring Billing (ARB) Services, You agree as follows:

1. **Expansion of Services.** The terms "Services" and "Authorize.Net Services", as each is defined in the Agreement, shall include the ARB Service. The ARB Service is described on the Authorize.Net website and in other service materials provided to You from time to time. All terms of the Agreement applicable to the Authorize.Net Services and the Services shall be applicable to the ARB Service.
2. **Your Obligations.** In addition to Your obligations set forth in the Agreement, You agree to pay the ARB fees, in accordance with Section 6 of this Agreement, in the amounts provided in the Fee Schedule located in the Merchant Interface and/or in the ARB documentation page accessed during enrollment in the ARB Service. By clicking the "I AGREE" button next to the ARB Fee Schedule, You acknowledge Your acceptance of such fees, Your obligation to pay same and the terms and conditions applicable to the ARB Service.
3. **Your Warranty.** You represent, warrant, and covenant to Authorize.Net that (i) You are fully compliant with all local, state and federal laws, rules, and regulations that govern recurring billing services including, without limitation, the Electronic Funds Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; (ii) You have permission from the owners of the credit card accounts (for credit card transactions) and/or bank or checking accounts (for eCheck.Net transactions), as required by contract and/or by local, state and federal laws, rules, and regulations, to charge your customers on a recurring basis and to instruct Authorize.net (via the ARB Services) to initiate recurring payment transactions for your customers; and (iii) the customer data that you provide to Authorize.Net is at all times true and accurate.
4. **Termination.** If Your ARB account is terminated by You or Authorize.Net at any time, Authorize.Net shall have the right to immediately cancel Your access to the ARB Service.
5. **AUTHORIZE.NET WARRANTY.** IN ADDITION TO ANY LIMITATIONS OR DISCLAIMERS SET FORTH IN THE AGREEMENT, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE ARB SERVICE IS PROVIDED TO YOU BY AUTHORIZE.NET "AS IS" AND THAT AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT ARB SERVICE OR ANY OTHER TECHNOLOGY, CONTENT, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION, DATA, PRODUCTS, OR SERVICES, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND THAT YOUR SOLE REMEDY FOR ANY ISSUE RELATED TO OR ARISING FROM THIS AGREEMENT AND/OR THE ARB SERVICE, AND AUTHORIZE.NET'S SOLE LIABILITY FOR SAME, WILL BE TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR USE OF THE ARB SERVICE.
6. **Incorporation by Reference.** The ARB Service Fee Schedule is incorporated herein by reference.
7. **Definitions.** All terms and conditions of the Agreement not specifically modified in this Appendix shall remain unchanged and in full force and effect. Unless separately defined herein, capitalized words used in this Appendix as defined terms shall have the same meanings herein as in the Agreement.

Appendix E - Verified by Visa and MasterCard® SecureCode™

In the event You enroll in and Authorize.Net provides you with the Verified by Visa and MasterCard SecureCode Services, You agree as follows:

1. **Expansion of Services.** The terms "Services" and "Authorize.Net Services", as each is defined in the Agreement, shall include the Verified by Visa and MasterCard SecureCode Services. The Verified by Visa and MasterCard SecureCode Service are described on the Authorize.Net website and in other service materials provided to You from time to time. All terms of the Agreement applicable to the Authorize.Net Services and the Services shall be applicable to the Verified by Visa and MasterCard SecureCode Services.
2. **Your Obligations.** In addition to Your obligations set forth in the Agreement, You agree to (i) pay the Verified by Visa and MasterCard SecureCode Services fees, in accordance with Section 6 of this Agreement, in the amounts provided in the Fee Schedule located in the Merchant Interface and/or in the Verified by Visa and MasterCard SecureCode documentation page accessed during enrollment in the Verified by Visa and MasterCard SecureCode Service; (ii) release Authorize.Net from any and all claims of loss and/or fraud incurred resulting from the use of and/or conclusions drawn from use of the Verified by Visa and MasterCard SecureCode Services, as provided in Sections 10.4 and 12 of this Agreement; and (iii) comply with any additional terms and conditions for Your use of the Verified by Visa and MasterCard

SecureCode Services that may be made available to You by Authorize.Net from time to time. By clicking the "I AGREE" button next to the Verified by Visa and MasterCard SecureCode Services Fee Schedule, You acknowledge Your acceptance of such fees, Your obligation to pay same and the terms and conditions applicable to the Verified by Visa and MasterCard SecureCode Services.

3. **Your Warranty.** You represent, warrant, and covenant to Authorize.Net that Your use of the Verified by Visa and MasterCard SecureCode Services and any information gathered by You in connection with the Verified by Visa and MasterCard SecureCode Services: (a) will be fully compliant with all applicable local, state and federal laws, rules, and regulations; (b) will be in accordance with all applicable user guides, technical specifications, and other documentation as updated by Authorize.Net from time to time; and (c) will not be (by You or others) used for any purpose other than in connection with the Verified by Visa and MasterCard SecureCode Services and in a manner described in the documentation for the Verified by Visa and MasterCard SecureCode Services.
4. **Termination.** If Your Verified by Visa and MasterCard SecureCode Service accounts are terminated by You or Authorize.Net at any time, Authorize.Net shall have the right to immediately cancel Your access to the Verified by Visa and MasterCard SecureCode Service.
5. **Third Party Programs.** You acknowledge that the Verified by Visa and MasterCard SecureCode Services are third-party software programs developed and owned by Cardinal Commerce Corporation. You will look solely to Cardinal Commerce Corporation. with regard to warranty, maintenance or other support regarding the same. Authorize.Net makes no warranty, express or implied, with regard to any such third-party software.
6. **AUTHORIZE.NET WARRANTY.** IN ADDITION TO ANY LIMITATIONS OR DISCLAIMERS SET FORTH IN THE AGREEMENT, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE VERIFIED BY VISA AND MASTERCARD SECURECODE SERVICES ARE PROVIDED TO YOU BY AUTHORIZE.NET "AS IS" AND THAT AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT SERVICES OR ANY OTHER TECHNOLOGY, CONTENT, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION, DATA, PRODUCTS, OR SERVICES, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND THAT YOUR SOLE REMEDY FOR ANY ISSUE RELATED TO OR ARISING FROM THIS AGREEMENT AND/OR THE VERIFIED BY VISA AND MASTERCARD SECURECODE SERVICES, AND AUTHORIZE.NET'S SOLE LIABILITY FOR SAME, WILL BE TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR USE OF THE VERIFIED BY VISA AND MASTERCARD SECURECODE SERVICES.
7. **Incorporation by Reference.** The Verified by Visa and MasterCard SecureCode Service Fee Schedule is incorporated herein by reference.
8. **Definitions.** All terms and conditions of the Agreement not specifically modified in this Appendix shall remain unchanged and in full force and effect. Unless separately defined herein, capitalized words used in this Appendix as defined terms shall have the same meanings herein as in the Agreement.

Fees

Payment Gateway Fee Schedule

Service Reactivation Fee	\$25.00	per occurrence
Gateway Monthly Fee	\$15.00	per month
Credit Card Transaction Fee	\$0.10	per transaction starting with transaction 251
Credit Card Monthly Minimum Fee	\$0.00	per month
Credit Card Discount Rate	\$0.00	per transaction
Late Payment Fee	\$10.00	per occurrence