

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

)	
ACEBEDO & JOHNSON, LLC,)	
IDL QUAD GROUP, LLC, and)	
MEDICAL LEGAL CONSULTANTS)	
OF GREATER ATLANTA, LLC, on behalf of)	
themselves and all others similarly situated,)	
)	
Plaintiffs,)	
)	CIVIL ACTION
v.)	
)	NO. _____
WORLDPAY US, INC.,)	
)	
Defendant.)	
)	

CLASS ACTION COMPLAINT

COME NOW Plaintiffs Acebedo & Johnson, LLC, IDL Quad Group, LLC, and Medical Legal Consultants of Greater Atlanta, LLC, individually and on behalf of the class of persons and entities preliminarily defined below, and complain and allege as follows, based on personal knowledge, investigation of counsel, and information and belief.

INTRODUCTION

1. For years, Defendant Worldpay US, Inc. has engaged in a multi-part scheme through which it fraudulently induces merchants to retain its card payment

processing services via uniform misrepresentations and omissions concerning the nature and amount of fees that customers will pay. Then, once customers are locked into long term contracts, Defendant buries them with numerous unanticipated and excessive fees. To make matters worse, Defendant deliberately obscures many of these upcharges in its intricate statements so that merchants cannot reasonably detect that they have been overbilled.

2. Plaintiffs bring this action against Defendant to recover losses caused by this scheme. Plaintiffs also challenge additional improper fees which breach Defendant's form contracts.

3. This case is directly related to another case pending in this Court, *Alghadeer Bakery & Market, Inc. (on behalf of itself and all others similarly situated) v. WorldPay US, Inc.*, Civil Action File No. 1:16-cv-03627-MLB ("*Alghadeer*"). *Alghadeer* also concerns allegations of overbilling by WorldPay and indeed involves some of the same fees and practices at issue in this matter.

4. Since the *Alghadeer* filing, *Alghadeer's* counsel has been contacted by dozens of WorldPay customers aggrieved by Defendant's billing practices. Many of these WorldPay customers desired to assert their own claims against WorldPay. Plaintiffs are three such customers.

5. Plaintiffs began work on this pleading in the spring of 2017. Rather than filing a new case, however, counsel for Plaintiffs raised the issue of amending the *Alghadeer* case or filing a new case with defense counsel and the Court in *Alghadeer*. During a telephonic hearing in *Alghadeer* on June 9, 2017, Judge Totenberg indicated that she did not want these Plaintiffs added to *Alghadeer* at that time and advised WorldPay and the Plaintiffs to enter an agreement tolling any applicable statutes of limitations.

6. The parties thereafter reached such a tolling agreement, which was set to expire 15 days after any party served a termination notice, or the Court's resolution of WorldPay's motion for summary judgment, whichever occurred first.

7. *Alghadeer* was subsequently reassigned to Judge Michael L. Brown. On February 27, 2018, during a hearing on an unrelated issue, counsel for Plaintiffs apprised Judge Brown of the new Plaintiffs' claims and the potential need to file a new case asserting such claims. It was noted that discovery would be needed as to the claims of the additional customers and that, if WorldPay refused such discovery, the new Plaintiffs might need to join *Alghadeer* or file their own suit.

8. Based on information provided by WorldPay during the discovery process, it became clear that Plaintiffs' claims were by no means dependent upon

the outcome of WorldPay's motion for partial summary judgment in *Alghadeer* and in fact involve certain new fees, claims, and contracts not at issue in that case.

9. Plaintiffs sought to thoroughly investigate such new issues in the *Alghadeer* case but WorldPay declined, indicating that it preferred to limit its ESI production to the issues directly raised by Plaintiff Alghadeer.

10. In order to prevent needless delay, and because the tolling arrangement was no longer serving any purpose, the new Plaintiffs decided to proceed with their claims against WorldPay. As a result, Plaintiffs notified WorldPay on May 16, 2018, that they were terminating the tolling agreement and would file their claims 15 days later in accordance with the agreement.

11. This Class Action Complaint would have been filed on or before May 18, 2018, but for the term of the tolling agreement precluding such a filing for 15 days, which WorldPay has not agreed to waive.

PAYMENT PROCESSING OVERVIEW

12. In today's business world, most merchants must accept payment for goods and services via credit and debit cards to stay competitive in the marketplace. In order to accept card payments, the merchant must utilize a payment processing service. As used throughout this Class Action Complaint, the word "merchant" should be taken to mean any person or entity that accepts credit

or debit cards for payments. This includes non-profits, schools, churches, government agencies, and many persons or entities that are not traditional businesses. All are subject to the same improper treatment by Defendant.

13. Merchants like Plaintiffs rely on companies like Defendant to provide this critical payment processing service in accordance with fair and transparent terms. Indeed, for many merchants, fees for card processing services are likely to be the third highest expense following labor and product costs. Even for a very small business, these fees can easily exceed \$100 per month.

14. The card processing system can be extremely difficult to understand, with many involved parties. For instance, in addition to the merchant which receives payment, and the customer who provides such payment, the processing of a card transaction involves several other parties:

(a). The Card Issuer – the company that issued the credit or debit card to the customer, which is typically a bank such as Chase or Bank of America, and which receives a fee whenever a customer uses one its cards for a transaction. These companies receive fees that are usually calculated as a percentage of a transaction plus a per-transaction fee (e.g., 1.65% + \$0.10/transaction). There are hundreds of different card types and the fee varies based on the type of card used. For example, rewards credit cards command a higher fee than a card with no

rewards program. The fees paid to the issuing banks are generally known as “interchange fees.”

(b). The Card Payment Network – the card networks (i.e., Visa, MasterCard, and Discover) establish and publish interchange fees applicable to each type of card in their system. The card networks charge additional per transaction fees, such as access fees. By way of example, Visa assesses an access fee known as the “APF” (“Acquirer Processing Fee”), which is currently \$0.0195 per credit card transaction and \$0.0155 per debit card transaction, and MasterCard charges an access fee known as the “NABU” (“Network Access Brand Usage”) fee, which is currently \$0.0195 for any card transaction. The card networks also charge additional fees that are generally known as “assessments.” The fees established by the card networks (like the interchange fees) apply universally and are not subject to negotiation no matter who the customer, merchant, or processor is. No entity aside from the card networks has the authority to modify these fees.

(c). The Payment Processor – this is the entity that processes the payment and ensures that whenever a merchant receives payment for an item or service with a credit or debit card, (i) the customer’s card account is debited and the merchant’s bank account is credited, (ii) the merchant is assessed all applicable fees, and (iii) such fees are distributed to the proper parties. Defendant is a

payment processor.

(d). The Member Bank – only banks such as RBS Citizens and Wells Fargo may be members of card networks. These member banks “sponsor” payment processors so they may process transactions through the card networks.

(e). The Merchant Acquirer – this is the company that markets the payment processor’s services to merchants. Merchant acquirers essentially act as a “middle man” between merchants and payment processors. They enroll merchants in payment processing services and usually provide customer support to the merchant, such as sending monthly statements showing all credits and debits. Merchant acquirers usually enter into agency agreements with independent agents or companies, sometimes known as Independent Sales Organizations (ISOs) or Member Service Providers (MSPs), which sign up merchants. The merchant acquirer then pays the ISO/MSP based on a percentage of the processing fees obtained from “their” merchants. Defendant is a merchant acquirer but also signs up merchants directly, and so qualifies as an ISO/MSP as well.

15. The number of involved parties and moving pieces can make it difficult for merchants to forecast their expenses for card processing services. For instance, it is virtually impossible for merchants to determine which charges are legitimate “pass through” payment network fees and which charges are added

solely by the processor. Merchants thus rely on companies like Defendant to disclose on the front end of their relationship the nature and amount of fees they will be charged. Indeed, such front-end disclosure and clarity is critical because payment processing contracts are typically long-term deals that are cancellable only with hefty early termination penalties.

16. Unfortunately, Defendant's business plan has long been to exploit its position of knowledge and power in an inherently confusing industry to defraud and overcharge merchants. Defendant and its ISO/MSP agents induce merchants like Plaintiffs to execute standardized agreements that prominently disclose straightforward fees as an inducement to enter into business with Defendant. However, all the while, Defendant knows that the merchant is going to be flooded with additional charges that either were intentionally never disclosed or mischaracterized in the standardized agreements.

17. Defendant aggressively perpetrates this scheme. Its standardized contracts intentionally misrepresent, omit, and/or conceal key facts concerning the fees and rates it knows it will eventually charge merchants if they sign on the dotted line.

18. Defendant engages in this fraud to induce merchants to do business with Defendant. Indeed, Defendant knows full well that if merchants knew the

true nature and extent of the fees they would eventually be charged, they would not agree to do business with Defendant.

19. After inducing merchants to bind themselves to the standardized contract, Defendant then systematically crams merchants with undisclosed and unanticipated fees. Making matters worse, Defendant's form statements mischaracterize some of the upcharges as being proper "pass through" fees imposed by the payment networks, even though they are secretly inflated by WorldPay. Such activity prohibits merchants from reasonably detecting that they have been improperly charged.

20. These improper fees are assessed for the sole purpose of raising additional revenue for Defendant at merchant expense. It is a classic case of cheating the customer that, due to the lack of regulation in the payment processing industry and the relatively small sums of money at stake for any individual merchant, almost always goes unchallenged.

21. Throughout the class period, Defendant has perpetrated this scheme to generate hundreds of millions of dollars from over 200,000 merchants. This case challenges the nature and amount of Defendant's upcharges on behalf of Plaintiffs and the below defined class, and seeks rescission, monetary damages, restitution, declaratory relief, and injunctive relief.

PARTIES

22. Plaintiff Acebedo & Johnson, LLC (“Acebedo”) is a Washington limited liability company that operates as a civil law firm in Puyallup, Washington. Acebedo was a customer of Defendant from March 2010 through December 2016 and had two processing accounts with WorldPay during this time, one for general fee payments and one for IOLTA payments.

23. Plaintiff IDL Quad Group, LLC (“IDL Quad”) is an Oklahoma limited liability company that operates a ballroom in Tulsa which is used for parties, concerts, and receptions. IDL Quad had a payment processing account with Defendant from June 2010 through October 2016.

24. Plaintiff Medical Legal Consultants of Greater Atlanta, LLC (“MLC”) is an empowerment, prosperity, and mental health coaching practice run by Dr. David Wright that helps individuals cope with cognitive dilemmas, emotional challenges, and psychological stresses in holistic and healthy ways. MLC was a WorldPay customer from September 2016 until it terminated WorldPay’s services in early 2017.

25. Defendant WorldPay US, Inc. (“WorldPay”) is the United States subsidiary of WorldPay, Inc. (NYSE: WP; LSE: WPY), a Delaware corporation that was formed in January 2018 when the leading merchant acquirer in the United

States (Vantiv, Inc.) acquired the leading merchant acquirer in the United Kingdom (Worldpay Group PLC) for \$10.4 billion. This price equates to well over \$10,000 per customer.

26. Worldpay Group PLC owned the U.S. payment processor and merchant acquirer known as WorldPay US, Inc. WorldPay, which formerly did business under the names “RBS Lynk Incorporated” and “RBS WorldPay, Inc.,” is a Georgia corporation with its principal place of business at 201 17th Street NW, Suite 1000, Atlanta, Georgia, 30363. WorldPay offers “in-store, online and mobile payment acceptance solutions for U.S.-based customers, with a focus on developing omni-commerce and integrated payment solutions for its approximately 100,000 customers.” If service is not waived, WorldPay may be served through its registered agent Corporation Service Company at 40 Technology Parkway South, Suite 300, Norcross, Georgia, 30092.

JURISDICTION AND VENUE

27. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d)(2) because there are more than 100 potential class members and the aggregate amount in controversy exceeds \$5 million exclusive of interest, fees, and costs, and at least one class member is a citizen of a state other than Georgia.

28. This Court has personal jurisdiction over Defendant because it is a Georgia business within this judicial district. Indeed, WorldPay’s headquarters are located in Atlanta. As such, it has significant, continuous, and pervasive contacts in Georgia.

29. Venue lies within this judicial district because Defendant mandates that suits against it be filed in “the courts of Atlanta, Georgia or Fulton County, Georgia,” both of which fall entirely within this district.

COMMON FACTUAL ALLEGATIONS

A. WorldPay’s Pre-Contractual Pricing Misrepresentations and Omissions.

30. WorldPay markets its payment processing services to merchants through itself and its ISO/MSP-agents. Its goal is to induce merchants to switch to WorldPay from their current card processor through promises of transparent, low cost pricing.

31. Merchants are attracted by promises of being able to save money by reducing the costs they will pay for payment processing services if they switch providers. This approach is very appealing to merchants because payment processing is a substantial business expense.

32. WorldPay presents merchants with its form Customer Processing Agreement (“Agreement”). This Agreement sets forth, in a clear and conspicuous

manner, both the pricing model to which merchants will be subject if they process card payments through WorldPay and, importantly, the specific rates and fees they will pay. Plaintiffs' Agreements are attached hereto as Exhibits A through C.

33. WorldPay offers two main pricing models. The first is "cost plus" pricing. Under this model, which is also known in the industry as "interchange plus," merchants agree to pay the standard fees established by the card networks *plus* an agreed mark-up for Defendant.

34. In other words, WorldPay and the merchant agree to WorldPay's processing fee and then the standard fees and rates charged by the card networks for each transaction are passed through to the merchant and added to WorldPay's fee. *See* IDL Quad Agreement, p. 2 ("Merchants are responsible for the percentage and/or transaction fee listed here plus any card issuer costs involved") (Exh. B); MLC Agreement, p. 2 ("All standard Payment Network fees and charges will be added to the fees below") (Exh. C).

35. Cost plus pricing is widely regarded as the best pricing model for merchants. Indeed, as one industry publication states, this model

is the most transparent, cost-effective form of merchant account pricing. The separation of processing costs with [cost plus] also allows for the optimization of interchange expenses By passing interchange fees directly to merchants with a fixed markup, surcharges and hidden costs are generally eliminated.

See <http://www.cardfellow.com/blog/interchange-plus-pricing/>.

36. Plaintiffs IDL Quad and MLC were enrolled in the cost plus pricing model. See IDL Quad Agreement, p. 2; MLC Agreement, p. 2.

37. The second pricing model offered by WorldPay is tiered pricing. This model establishes several pricing “tiers” and works on a system of “qualification” to determine which tier a particular transaction falls into. For example, if a given transaction qualifies for “Tier 1,” it will pay a rate agreed-to by the merchant and the processor. If the transaction fails to qualify at “Tier 1” but qualifies at “Tier 2,” the merchant will pay the Tier 1 rate plus an additional agreed surcharge. If the transaction fails to qualify at either Tier 1 or Tier 2, the merchant will pay an even higher surcharge for Tier 3 transactions. And if the transaction fails to qualify at either Tier 1, Tier 2, or Tier 3, the merchant will pay an even higher surcharge.

38. Tiered pricing is reviled in the industry because transactions frequently “downgrade” to a higher tier. The reasons a transaction may downgrade are unknown to merchants, within the discretion of processors, merchant acquirers, and member banks, and are often changed without notice. Many of these qualification criteria are outside the merchant’s control, most notably the type of card used by the merchant’s customer for the transaction.

39. Plaintiff Acebedo was enrolled in a tiered pricing model. *See* Acebedo Agreement, p. 2 (Exh. A hereto).

40. In addition to establishing the applicable pricing model and setting forth the specific processing fees, the Customer Processing Agreement also discloses in plain terms additional recurring fees that merchants can expect to pay if they do business with WorldPay. *See* Acebedo Agreement, p. 3; IDL Quad Agreement, p. 3; MLC Agreement, p. 2.

41. Some of these recurring fees are only applicable to some merchants. For example, IDL Quad Group agreed to pay a “Minimum Processing” fee of \$25.00 per month. IDL Quad Agreement, p. 3. Acebedo and MLC, on the other hand, negotiated deals that did not include such a fee. Acebedo Agreement, p. 3 (identifying “Minimum Processing” fee of \$0/month); MLC Agreement, p. 2 (same).

42. Notably, WorldPay’s standard Agreements do not disclose any type of annual fee. *See* Exhs. A – C.

43. The Agreement thus informs the merchant of the pricing model and the fees and rates the merchant will be charged if it agrees to enroll with Defendant. There is no indication on the face of the Agreement that the disclosed

rates and fees can or will change throughout the term. For instance, there is no disclosure the listed pricing is only “introductory” or “promotional.”

44. Merchants that are satisfied with the pricing terms noted on the Agreement sign it. Merchants are led to believe, and justifiably believe, the disclosed rates and fees are what they will pay throughout the term. Such rates and fees induce merchants to do business with Defendant.

45. WorldPay, however, has never had any intention of charging the merchant only those fees and rates set forth in the Agreement. Defendant at all times knew full well that these rates and fees would be increased and new recurring fees would invariably be added once merchants sign on the dotted line and bind themselves to the Agreement’s lengthy term (often three years, with automatic one year renewals).

46. In fact, the fees and rates disclosed in the Agreement – i.e., the pricing that induces the merchant to do business with Defendant – in actuality comprise only some of the charges that are imposed once a merchant starts to do business with Defendant. A few examples of these planned fee manipulations are detailed below.

47. Undisclosed Annual Fees. Defendant’s form Agreement fails to disclose that a merchant will pay any type of annual fee. *See generally* Exhs. A –

C. Defendant intentionally fails to disclose annual fees on its Agreement because merchants loathe such “junk fees” and if they knew they would be charged such fees, they would not agree to do business with Defendant or would negotiate on the front end to have the fees stricken from the Agreement.

48. Despite the lack of disclosure of such fees, Defendant has always intended to charge its small and medium-sized customers annual fees. Over the years, Defendant has used different names for such fees (e.g., “1099k IRS Report Fee,” “Annual Fee,” “Annual Compliance Services Fee,” etc.) but they are typically between \$100 and \$200 per year and are often charged during the September and December billing periods. Such a fee, that often equates to over \$10 per month, is material to most merchants and they would not have knowingly agreed to it.

49. *Other Undisclosed Recurring Fees.* In addition to annual fees, WorldPay’s Agreement also fails to specifically disclose numerous other recurring fees that WorldPay always planned to charge.

50. For example, for many years WorldPay’s form Agreements failed to disclose that merchants would pay a monthly fee for its PCI program. “PCI” stands for “Payment Card Industry” and purportedly relates to security standards established by the Payment Card Industry Security Standards Council. WorldPay

imposes such a fee on nearly all of its small and medium sized merchants, often at a rate of \$12.95 per month. This fee is charged to merchants regardless of whether they use the PCI program and thus is in direct contravention of the Agreement's representations that "FEES APPLY ONLY TO SERVICES USED." *See* Acebedo Agreement, p. 1; IDL Quad Agreement, p. 1.

51. For years, this fee was not disclosed on WorldPay's form Agreements even though WorldPay knew it would eventually be imposed on merchants. In more recent versions of the Agreement, there is a space for a monthly or quarterly "PCI Program" fee but it is often left blank or scratched through, indicating to merchants that it will not be charged. *E.g.*, MLC Agreement, p. 2. The existence and amount of this fee is material to most merchants.

52. WorldPay's form Agreements also do not inform merchants that they will pay large monthly fees whenever they are deemed by WorldPay to be PCI *non*-compliant. Nonetheless, WorldPay imposes such a fee on most of its small and medium-sized customers. Such fees often start at \$19.99 per month and increase substantially over time, occasionally to as high as \$65.00 per month.

53. These unexpected junk fees are sufficient to make a sizeable dent in merchants' bottom lines. They most certainly would have been material to

merchants in making their decision about whether to do business with WorldPay, that is if had they been disclosed at the outset of the relationship.

54. Minimum Processing Fees. By way of another example, Defendant's form Agreement discloses a recurring minimum processing fee, which guarantees Defendant a certain amount of fees per month even during the months when the merchant does not use (or minimally uses) Defendant's services. Again, this is an important part of the deal for merchants because no merchant ever wants to pay high fees during months when they do not use processing services. But Defendant never had any intent to charge only the minimum processing fee set forth in the Agreement.

55. After merchants enroll, Defendant often increases this fee, for example from \$0 per month to \$35 per month, so as to ensure the merchant pays more (and Defendant profits more) each month. These unexpected charges are material to merchants and would have affected their decision to do business with Defendant if properly disclosed.

56. Charging Payment Network Fees to Tiered Pricing Customers. By way of another example, WorldPay imposes payment network fees on merchants that are *not* on cost plus pricing plans, but rather are on tiered pricing plans, in which there is no basis or rationale for such fees.

57. One of the few benefits to merchants in tiered pricing plans is that they need not pay the standard payment network fees *in addition to* the agreed-upon tiered processing fees. This is because their high tiered rates already account for all such payment network fees. Nonetheless, Defendant often improperly adds payment network fees to tiered pricing customers (e.g., Visa fixed acquirer network fees, annual MasterCard participation fees, etc.).

58. *Inflating Payment Network Fees Above Pass Through Cost.* The Agreement is clear for cost plus customers that payment network fees (which include access fees) will be passed through at cost. That is the entire point of the cost plus pricing model.

59. For example, the access fees actually charged by the payment networks at the relevant time periods are as follows: (i) prior to July 2012, all Visa transactions incurred an APF fee of \$0.0195; (ii) from July 2012 to the present, Visa credit transactions continued to incur an APF fee of \$0.0195; (iii) from July 2012 to the present, Visa debit transactions incurred an APF fee of \$0.0155; (iv) prior to June 2013, all MasterCard transactions incurred a NABU fee of \$0.0185; (v) from July 2013 to the present, all MasterCard transactions incurred a NABU fee of \$0.0195; (vi) prior to April 2016, all Discover transactions incurred an

access fee of \$0.0185; and (vii) from April 2016 to the present, all Discover transactions incur an access fee of \$0.0195.

60. WorldPay, however, has never had any intention to pass through these access fees to its merchants at these costs. Instead, WorldPay has systematically inflated these fees. For example, WorldPay might charge a customer access fees of \$0.0249 for each MasterCard transaction, \$0.0270 for each Discover transaction, and \$0.0246 for each Visa transaction (regardless of whether it is a credit or debit transaction). Although each overcharge is less than a penny, for some merchants this adds up to a substantial amount each month. For example, a restaurant that averages 100 card transactions each day would have been overcharged over \$15 each month.

61. An additional example of payment network fee manipulations is Defendant's inflation of Visa's fixed acquirer network fees, which are often charged at a rate of \$4.25/month even when Visa's actual fixed acquirer network fees are much lower.

62. Of course, WorldPay does not inform merchants that it is inflating these payment network fees, but rather attributes the amounts on its monthly statements to the payment networks, referring to them as "Access fee for Visa transactions," "Access fee for MasterCard transactions," and "Access fee for

Discover transactions.” That way, cost plus merchants are lulled into believing the inflated amounts are established by the identified payment networks and are being passed through at cost, as the contract requires.

63. *Increases to Processing Rates.* Rather than stick to its commitments to charge the processing rates prominently disclosed in the Agreement, WorldPay often inflates these rates over the term of the Agreement.

64. For tiered pricing customers, WorldPay often increases the discount rates and per item fees for one or more tiers. For instance, WorldPay might bump the agreed Tier 1 rate from 1.49% to 1.57% and the per item fee on Tier 4 transactions from \$0.25 to \$0.30 per transaction.

65. These may seem like minor increases but, once again, given that they are on a per transaction level and even a very small business can process several hundred transactions per month, they are significant.

66. Defendant’s whole business model is built on such pricing misrepresentations. Indeed, throughout the relevant period while WorldPay was promising prospective merchants that they would be charged the rates and fees set forth in their Agreements, Defendant was charging much more to existing customers. WorldPay knew it would eventually charge all prospective customers the higher, unidentified fees if they signed up.

67. WorldPay knows full well that if merchants were apprised of WorldPay's true billing practices, they would never enroll in WorldPay's services. For example, no reasonable merchant would bind itself to a lengthy contract term containing huge early termination penalties if it knew the disclosed fees and rates were merely "introductory" or "initial" rates and would be massively increased. That is a lose-lose situation for merchants as they would either be bound to pay the early termination fee or the undisclosed increases.

68. Small business owners have posted innumerable independent reports of Defendant's pricing bait-and-switch. For example, one business posted this complaint on a small business website in February 2018:

WARNING!!! This company is terrible never do business with them. They are unethical and scam artists. They add on a ton of fees that are not in your contract.

Another merchant posted this in January 2018:

This company is unbelievable!!! What a scam. They charge you a new fee [every] time you look at your statement!!!

THIS COMPANY IS A RIP OFF!!!!!!

And another from January 2017:

I usually do not put companies on blast but this is necessary. If you are ever considering using WorldPay as a merchant services provider, do not. Their billing practices are deplorable. . . .

Within the past year WorldPay has consistently over billed us for several months. It took several calls only to have their reps dishonestly advise us that the overbilling will not reoccur. Instead, I would receive the same erroneous billing the following month (after the rep advised us it was removed from our account). And these are bills that are automatically withdrawn. So for example, if you or overbilled by several thousands of dollars, this is automatically deducted from your bottom line. You then have to catch the error, and the resolve it after the fact hoping the funds will be returned to you.

Which brings me to today. Our contract with them is one that does not contain annual fees for the duration of the agreement. I recently [] discovered that an annual fee was applied. A fee that is not part of the terms of my agreement. When we called them they said they introduced the fee this year. . . .

Their predatory billing practices on small business is tantamount to theft. Not only do they refuse to reverse fraudulent charges that are not part of the terms of our agreement, they also refuse to cover additional fees incurred by our financial institution. Folks, this is not how business is done.

And another from January 2017:

They are horrible!!! When [I] start[ed] with them they said no annual fee, no charges unless being used. I end up not using the services. They end up charging me 170 annual fee. When [I] asked them why they charge annual fee when they said they wouldn[']t, they said they send me an email, which [I] didn[']t receive, and didn[']t get a response from me so that gives them the right to autowithdraw \$170 from my bank account. This is outrageous. This is unauthorized autodrafting from my account. Do not sign up with them or you will regret it.

Yet another similar complaint was posted in June 2016:

I only gave one star because that[']s the only option. They deserve zero stars. What everyone else says is correct. Fraudulent charges and misrepresentation of contract is what I experienced as well. Customer service does not pick up the phone either.

69. The Better Business Bureau has also fielded innumerable complaints from WorldPay customers. For example, a business lodged this complaint in January 2018:

I signed up for Worldpay and was never told about several things like being compliant or non compliant so for two years I've been non compliant [and] have been charged [] 69.00 a month never got a notice in the mail no phone calls telling me compliant. I am a small business if I had been told about the charges I would receiving never would I have signed up! There was also a fee of 179.00 a year so I've been paying 98.00 a month[.] [C]harges of 292.40 in Jan of 2018 w[ere] taken out of my bank account which I didn't have enough funds for so I had 6 overdraft charges. Ive been in business for 24 years and how embarrassing this has been for me[.] [A]ll I would like [is] to be out of my contract and it's not up for 13 months[.] I have to pay another 199.99 and that's not right. This company was not forthcoming in the sale of this product!

Another business posted this in June 2017:

Incorrect Contract Charges Monthly, always higher than what I was contracted for. When I initially signed this contract with World Pay, there was no yearly fee, only a monthly fee of \$14.95 a month, with an additional percentage IF I used the device. The beginning of 2016 they charged a yearly fee, after a few months of contact with them they finally refunded the fee. In January 2017, they charged another yearly fee of \$169.99 which I again, called to dispute because per my contract, I was told there was no yearly fee, just a monthly fee of \$14.95. . . . When they charged the \$169.99 yearly fee in January, it overdrew my bank account, and the fees my bank charged plus their fees put my account in almost -\$400.00. Eventually in March that

was rectified and the funds were put back into my account by both Citizens Bank and World Pay, but now this month again, when there should have been only \$14.95 charged, I was charged \$45.78 overdrawing my account now again because they took more than what is in my contract. My account is currently sitting at -\$77.12 because of fees being charged because they charged more than the contract. I use this for a small business where in an entire YEAR I use the device to charge less than \$100. So as it was, I was paying more in monthly fees than I was bringing in . . .

And yet another from January 2017:

I have a contract with Worldpay to process my credit card payments. In the contract there are percentage fees and monthly fees that are paid. [O]n January 6 they charged me a significantly higher rate. After days trying to get a hold of someone I finally got a person to answer the phone and I asked them why was the fee so high[.] [T]hey told me it was the annual service fee. I was never told about this by the sales person which I have all the emails as proof and also it is not stated in the contract that I also have. This is an illegal and unethical way to conduct business. I did not agree to that!

70. These are not outliers but are representative of many other complaints by WorldPay's customers.

B. The Adhesive Terms.

71. In tiny, barely legible print on the last page, the Agreement references a separate document, the "Terms and Conditions of Customer Processing Agreement" (hereinafter, "Terms"). *E.g.*, Acebedo Agreement, p. 4; MLC Agreement, p. 4.

72. The Terms are a boilerplate form that is not negotiable. *E.g.*, Acebedo Agreement, p. 4 (barring “oral or written modifications” to the Terms). The Terms consist of small, non-descript font occupying several pages and containing more than 60 separate paragraphs. *E.g.*, Acebedo Terms (Exh. D hereto); MLC Terms (Exh. E hereto).¹

73. Boiled down to their core, the Terms represent a unilateral effort by WorldPay to (a) backtrack from the pricing that is negotiated by the parties and set forth in the Agreement and (b) immunize Defendant from liability for its overbilling practices.

74. WorldPay revises the terms periodically such that new customers are subject to different versions of the Terms than older customers. While many of the provisions of the Terms have stayed materially the same throughout the putative class period, certain terms have changed significantly. *Compare, e.g.*, Acebedo Terms *with* MLC Terms. Discovery is needed to determine which (and how many) putative class members are subject to the various versions of the Terms.

¹ IDL Quad has been unable to locate a copy of the Terms applicable to its account in its files. WorldPay has produced the version of the Terms it contends is applicable to IDL’s Quad’s account that is materially similar to Acebedo’s Terms but this version has no markings to indicate that it is truly the applicable Terms (such as a date or version number that matches IDL Quad’s Agreement). Further discovery on this issue is needed.

75. Despite WorldPay's best efforts, the Terms do not actually authorize or condone WorldPay's fee manipulations. *See, e.g.*, ¶¶ 153-183, *infra*. Moreover, several key provisions in the Terms violate public policy, lack mutuality, are unconscionable, constitute improper exculpatory clauses, and are otherwise void and unenforceable under applicable Georgia law. *Id.*

C. Defendant Crams Merchants With Excessive and Undisclosed Fees.

76. Once the contract is executed by merchants, Defendant repeatedly crams them with rates and fees that are higher than those set forth in the Agreement and additional fees that were not even mentioned in the Agreement, including but not limited to (a) annual fees, (b) monthly or quarterly fees for the PCI program, (c) fees for PCI non-validation/non-compliance, (d) increased minimum processing fees, (e) categorically improper pass through fees, (f) inflated pass through fees, and (g) excessive processing fees and rates.

77. These activities are not random or the result of sporadic errors. Rather, they are imposed by Defendant in an automated fashion to carry out its scheme of maximizing profit at merchant expense.

78. Notably, although all versions of the Terms require it, Defendant does not provide advance notice of many of the new or increased fees. For example,

Defendant does not provide advance notice of its inflation of payment network costs (including access fees).

79. The advance notices that Defendant does provide of certain new or increased fees are often not compliant with the Terms and are thus ineffective. For example, many versions of the Terms require WorldPay to send notice via U.S. Mail (e.g., Acebedo Terms, ¶ 11.6); however, WorldPay often attempted to communicate notice via other means (such as via email or through its internet portal).

80. Moreover, the advance notices sometimes use inapposite terminology (i.e., qualified, mid-qualified, non-qualified) that is different from that used in the Agreement and on prior statements (i.e., Tier 2, Tier 3, and Tier 4), such that merchants have no reasonable basis for understanding the notices.

81. Finally, WorldPay does not provide notice that fees have been deducted from merchant accounts until after they are already gone. The statements provided by Defendant are not bills and need not be voluntarily paid by merchants. Rather, statements are created and made available for merchant review after the fees have already been seized by Defendant. Thus, merchants lack a mechanism to dispute fees before WorldPay has already deducted them from the account.

82. Making matters worse, Defendant formats its monthly statements in a manner designed to confuse and confound merchants, obscure and hide its overcharges, and falsely attribute the inflated amounts to payment networks so that merchants cannot reasonably detect that they have been improperly charged by WorldPay.

83. Those merchants that subsequently notice and complain about the overcharges are simply routed into an endless loop of automated messages and holding the line in Defendant's so-called customer service system. The end result for most merchants is that the only way out of paying the improper fees is to pay an extortionate early termination fee, which can sometimes exceed \$495.

84. This case challenges all improper fees imposed by Defendant, whether the result of fraudulently induced contracts or overcharges that violate the contract.

85. Shockingly, Defendant has been able to keep its schemes going for years. Payment processing is largely unregulated, so no governmental agency is directly charged with overseeing WorldPay. The industry has been called "the wild, wild west."

86. A complete description of Defendant's bad practices would run to hundreds of pages. Far lesser misdeeds have led to the federal criminal prosecution of one of Defendant's competitors.

87. On May 2, 2017, two individual agents of Commerce Payment Group were indicted on mail and wire fraud. *See* Indictment in Case No. 17-CRIM-248 (S.D.N.Y.) (“Indictment”). The agents stand accused of committing mail and wire fraud and conspiracy to commit mail and wire fraud by engaging in behaviors that are eerily similar to WorldPay’s conduct. For instance, the agents allegedly

(a). advertised low payment processing fees with no annual fees despite knowledge that that the payment processing fees would be higher and annual fees would, in fact, be charged (*compare* Indictment, ¶¶ 16(a), 19(b), 23 with ¶¶ 47-48, *supra*);

(b). charged merchants fees that were higher than those identified in the merchant agreements, such as higher rates and per transaction fees, PCI fees, and inflated pass through charges (*compare* Indictment, ¶¶ 31(a), (c)-(g) with ¶¶ 49-65, *supra*);

(c). “arbitrarily and periodically increase[ed] these fees and others, when [the agents] wished to generate additional revenue” (*compare* Indictment, ¶ 31(i) with ¶¶ 182-183, *infra*); and

(d). falsely informed merchants that fee increases were caused by third parties even then they were not (*compare* Indictment, ¶ 32(b) with ¶ 62, *supra*, and ¶ 122, *infra*).

88. Defendant's conduct is similarly egregious to the actions deemed criminal violations in the Commerce Payment Group indictment.

INDIVIDUAL FACTUAL ALLEGATIONS

A. Acebedo & Johnson, LLC.

89. Plaintiff Acebedo enrolled in WorldPay's services through a seemingly reputable sales agent – Dave Duseck of WorldPay ISO/MSP Century Payments – in March of 2010.

90. Acebedo opened two accounts with WorldPay, one for IOLTA payments and one for ordinary fee payments. "IOLTA" stands for "Interest on Lawyers Trust Accounts" and is a specific type of account for attorney escrow or trust accounts. The IOLTA account ended in x0375, while the ordinary fee payment account ended in x0367. Both accounts were subject to the same Agreement.

91. Acebedo was induced to contract based on the Agreement's fraudulent misrepresentations concerning fees. Acebedo agreed to a tiered pricing program whereby it would pay 1.49% and \$0.25 for each Tier 1 transaction, an additional surcharge of .40% and \$0.25 for each Tier 2 transaction, an additional surcharge of .80% and \$0.25 for each Tier 3 transaction, and an additional

surcharge of 1.60% and \$0.25 for each Tier 4 transaction. *See* Acebedo Agreement, p. 2.

92. Acebedo also agreed to specified recurring fees disclosed in Agreement, including a \$9 monthly administrative fee. *Id.* at 3.

93. Acebedo did not agree to pay a minimum processing fee, as this fee was set as \$0. Additionally, there was no annual fee, PCI program fee, or PCI non-validation/non-compliance fees specified in the Agreement, thus Acebedo did not expect to pay these fees. *Id.*

94. At no time before they signed the Agreement were Acebedo principals Pierre Acebedo or Cindy Johnson advised that these identified rates and fees would be increased or previously unspecified fees would be added. Had they known that Defendant intended to charge much higher rates and fees, they would not have signed the Agreement.

95. During many months while it was a customer, Acebedo was overcharged by Defendant on both of its accounts in violation of the contractual terms that were entered (based only on Defendant's fraud and misrepresentations).

96. For example, WorldPay made across-the-board increases to the tiered rates charged to Acebedo for processing credit and debit card transactions. Indeed, during Acebedo's time as a customer, WorldPay increased the Tier 1 rate by 8

basis points (.08%), the Tier 2 rate by 18 basis points (.18%), the Tier 3 rate by 18 basis points (.18%), and the Tier 4 rate by 23 basis points (.23%). WorldPay also increased the Tier 4 per item fee from \$0.25 to \$0.30. These increases, many of which were imposed in the last six years, resulted in Acebedo paying hundreds of dollars more than it would have paid had WorldPay honored the negotiated pricing.

97. WorldPay has also passed through certain card network fees to Acebedo even though it was not a cost plus customer and was not contractually obligated to pay such fees.

98. For example, in April 2012 and for every month thereafter while it was a customer, Defendant charged Acebedo a monthly fee of \$4.25 on each account for Visa's fixed acquirer network cost. In addition to being categorically improper, the \$4.25 amount is greater than the actual fixed acquirer network cost that Visa assessed for the Acebedo accounts. Upon information and belief, such amount was actually \$2.00 per account, resulting in overcharges in excess of \$200.

99. Moreover, during several months Defendant charged Acebedo MasterCard location fees (e.g., the \$1.25 per month fees charged in 2017). As a tiered pricing customer, Acebedo did not agree to pay such additional payment network fees.

100. WorldPay also charged each Acebedo account annual fees every year from 2011 through 2016. These fees were either called “1099k IRS Report Fee” (imposed September 2011) or “Annual Fee” (imposed September 2012, September 2013, September 2014, December 2015, and December 2016) and ranged in amount from a low of \$89.00 to a high of \$159.00. All told, despite no annual fees being mentioned in the Agreement, WorldPay wrongfully seized more than \$1,300 in annual fees from Acebedo’s accounts.

101. Starting in July 2011, WorldPay deducted a monthly fee of \$12.95 from each of Acebedo’s accounts for enrollment in WorldPay’s PCI program. This is despite the fact that the Agreement fails to mention such a fee and Acebedo never requested that it be enrolled in the program. All told, WorldPay wrongfully seized more than \$1,800 in PCI program fees from Acebedo’s accounts. These amounts went straight to WorldPay’s bottom line; WorldPay had no actual costs attributable to Acebedo’s purported enrollment.

102. Starting in May 2013, WorldPay deducted a monthly fee from each of Acebedo’s accounts for PCI non-validation/non-compliance. This is despite the fact that the Agreement fails to mention such a fee. The monthly fee began at \$19.99 per month and was subsequently increased by WorldPay, initially to \$39.99 per month (starting September 2015), and eventually to a whopping \$65.00 per

month (April 2017). All told, WorldPay wrongfully seized more than \$3,000 in PCI Non-validation/Non-compliance fees from Acebedo's accounts. Once again, these amounts went straight to WorldPay's bottom line; WorldPay had no actual costs attributable to this fee.

103. While it was a customer, and on several occasions within the last six years, WorldPay imposed minimum processing fees of \$35.00 (or the applicable fraction thereof) on Acebedo. This is despite the fact that Acebedo negotiated a contract with a \$0 minimum processing fee. These particular unauthorized fees cost Acebedo several hundred dollars.

104. Acebedo became alerted to WorldPay's overbilling scheme in late 2016. Via letter dated November 22, 2016, and mailed in conjunction with the Terms, Acebedo notified WorldPay that it was terminating its accounts effective March 10, 2017. Although Acebedo would have liked to terminate sooner, it did not want to be billed an early termination fee and thus complied with the Terms' 90-day notice provision.

105. Acebedo thereafter stopped processing transactions through its WorldPay account and resigned itself to the fact that WorldPay would continue to deduct (by this point) the many unauthorized monthly fees until the effective date of termination in March 2017.

106. Acebedo instructed its bank to refuse any attempt by WorldPay to automatically debit Acebedo's account after March 2017. This is fortunate because in April 2017, WorldPay predictably attempted to deduct via ACH withdrawal from Acebedo's account several hundred dollars in fees.

107. Acebedo emailed WorldPay to remind it that the contract had been terminated and attached the notice of termination. WorldPay ignored the letter and indicated that Acebedo would need to call customer service to effectively terminate its accounts. This, of course, is directly contrary to the Terms, which requires written notice. *See* Acebedo Terms, § 11.6.

108. In May 2017, WorldPay again attempted to deduct via ACH withdrawal from Acebedo's bank accounts and started to send collection notices to Acebedo. It was only after Acebedo's counsel sent a letter to WorldPay's counsel that WorldPay finally acknowledged the termination and ceased collection efforts.

109. While a customer, and despite no contractual obligation to do so, Acebedo lodged written complaints with WorldPay. For example, on January 10, 2017, Acebedo emailed WorldPay customer service to dispute the annual fee that appeared on its December 2016 statement and was automatically deducted from its bank account in early January 2017.

110. WorldPay's email response was that such fees were proper because annual fees are recurring fees that Acebedo had been charged in prior years. In other words, WorldPay's position was that because Acebedo had failed to notice the fees on prior years' statements, it was obligated to continue paying such fees. This "two wrongs make a right" logic was unacceptable to Acebedo.

B. IDL Quad Group, LLC.

111. Plaintiff IDL Quad enrolled in WorldPay's services through a seemingly reputable sales agent – Judy Hagerty of WorldPay-affiliated ISO/MSP Radiant Systems – in June of 2010.

112. IDL Quad was induced to contract based on the Agreement's fraudulent misrepresentations concerning fees. IDL Quad agreed to a cost plus pricing program whereby it would pay the pass through payment network costs plus .10% and \$0.10 per transaction. *See* IDL Quad Agreement, p. 2.

113. IDL Quad also agreed to specified recurring fees disclosed in Agreement, including a \$20 monthly administrative fee. *Id.* at 3.

114. There was no PCI program fee specified in the Agreement, thus IDL Quad did not expect to pay such a fee. *Id.*

115. At no time before she signed the Agreement was IDL Quad principal Angela Green advised that these identified rates and fees would be increased or

previously unspecified fees would be added. Had she known that Defendant intended to charge much higher rates and fees, she would not have signed the Agreement.

116. During many months while it was a customer, IDL Quad was overcharged by Defendant in violation of the contractual terms that were entered (based only on Defendant's fraud and misrepresentations).

117. Rather than pass through the payment network fees and charges at cost, WorldPay inflated them. For example, rather than pass through the Visa, MasterCard, and Discover access fees at cost (*see* ¶ 59-60, *supra*), WorldPay inflated them. WorldPay steadily increased these charges over time, often blaming the increases on the payment networks.

118. By the end of its relationship with WorldPay, IDL Quad was being charged the following access fees: .0249 for MasterCard transactions, .0270 Discover transactions, and .0246 Visa transactions (regardless of whether the transaction was credit or debit). These charges grossly exceeded the true access fees of: .0195 MasterCard, .0195 Discover, and .0195 Visa Credit/.0155 Visa Debit. These improper increases caused IDL Quad to be overbilled by more than \$1,000 during its time as a customer.

119. Additionally, in April 2012 and for every month thereafter while it was a customer, Defendant charged IDL Quad a monthly fee of \$4.25 on each account for Visa's fixed acquirer network cost. The \$4.25 amount is greater than the actual fixed acquirer network cost that Visa assessed for the IDL Quad account. Upon information and belief such amount was \$2.00 per account, resulting in overcharges in excess of \$100.

120. Starting in October 2011, WorldPay deducted a monthly fee of \$12.95 from IDL Quad's account for enrollment in WorldPay's PCI program despite the fact that the Agreement fails to mention such a fee and IDL Quad never requested to be enrolled. All told, WorldPay wrongfully seized more than \$800 in PCI program fees from IDL Quad's account.

121. WorldPay effectively hid its overcharges within its convoluted statements and by taking funds throughout the month so the overbilling went unnoticed and IDL Quad was not even aware it was happening.

122. For instance, IDL Quad had no idea that WorldPay was inflating the payment network fees, as opposed to passing them through at cost. Indeed, the statements were formatted to lead Ms. Green to believe that the access fees and fixed acquirer fee amounts were mandated by the payment networks and they were successful in doing so.

123. For example, on each of its statements, WorldPay attributed the inflated access fees to the various payment networks by labeling them “Visa Access Fees,” “Discover Access Fee,” and “MasterCard Access Fees,” or in some cases, “Access Fees for Visa transactions,” “Access Fee for Discover transactions,” and “Access Fees for MasterCard transactions.”

124. Moreover, whenever WorldPay increased these fees, it provided messages blaming the increases on the payment networks. For example, on its March 2016 statement, WorldPay sent IDL Quad the following message:

The card associations and networks have announced they plan to implement price changes in April. The Access fees for each network will go up as follows: Visa + \$0.0001, MasterCard +\$0.001, and Discover +\$0.001.

This message is false. Unbeknownst to IDL Quad, however, the payment networks had not decided to increase their access fees by these precise amounts. Rather, these increases were calculated and added by WorldPay to pad its own bottom line.

125. By way of additional example, on its March 2012 statement, WorldPay sent IDL Quad the following message:

Effective April 1, all acquirers will be charged a new Fixed Acquirer Network fee for each merchant that accepts Visa-branded cards. A new line item called “Fixed Acq Network Fee – Retail” will now appear on your statements with a corresponding fee of \$4.25 to cover this new cost.

This message falsely insinuates that WorldPay's "new cost" as a result of the Visa Fixed Acquirer Network fees ("FANF") is \$4.25 per month and WorldPay is just passing this cost through to IDL Quad.

126. In reality, however, the amount of Visa FANF fees depends on a number of factors, including merchant category code (MCC), the mix of card present and card not present volume, and the number of locations the business operates. The FANF can vary from month to month for each merchant depending on these factors but is typically \$2.00 to \$2.90 per month for most merchants, not \$4.25 per month.

127. WorldPay thus not only inflated the FANF fee, but falsely insinuated to IDL Quad that the fee was simply being passed through at cost.

128. These craftily designed notices led IDL Quad and all other merchants who received them to believe WorldPay was indeed abiding by the contract and only passing through card network fees at cost. These messages lulled merchants to sleep and precluded them from reasonably discovering that the promises made in the contract – promises that induced them to do business with WorldPay – were false.

129. In or about October 2016, IDL Quad learned from a WorldPay competitor that it was being cheated and charged numerous inflated fees and other

fees it never agreed to pay. IDL Quad immediately stopped using WorldPay's services and migrated its business to a new processor.

130. Although IDL Quad was not using its account, WorldPay continued to automatically debit fees for several more months from its account.

C. Medical Legal Consultants of Greater Atlanta, LLC.

131. Plaintiff MLC enrolled in WorldPay's services through WorldPay directly, via account executive Gloria Taylor in August of 2016. MLC intended to use WorldPay's services as a "back up" to his primary processor, Square. Thus, it was important to MLC principal Dr. David Wright that he only pay fees when he actually used the service.

132. Dr. Wright informed Ms. Taylor of this and they agreed that he would enroll in a cost plus plan and pay pass through payment network costs plus a per item fee of \$.10 with no other fees.

133. On August 23, 2016, Ms. Taylor emailed Dr. Wright a copy of the three-page contract and marked the spaces that he needed to fill out on the contract with "x's."

134. Dr. Wright printed the contract, filled out his name and business information next to the "x's" marked by Ms. Taylor. He also wrote in the agreed-

upon rate and scratched through all the other fees and returned it to Ms. Taylor. *See* MLC Agreement.

135. Ms. Taylor thereafter notified Dr. Wright that MLC had been approved as a WorldPay customer. In early September of 2016, Dr. Wright received a “Welcome to Worldpay” email.

136. MLC was induced to contract based on the Agreement’s fraudulent misrepresentations concerning fees. MLC agreed to a cost plus pricing program whereby it would pay the pass through payment network costs plus a per item fee of \$0.10. *See* MLC Agreement, p. 2.

137. At no time before he signed the Agreement was Dr. Wright advised that this identified fee would be increased or previously unspecified fees would be added. Had he known that Defendant intended to charge much higher rates and fees, he would not have signed the Agreement.

138. During the short time it was a customer, MLC was overcharged by Defendant in violation of the contractual terms that were entered (based only on Defendant’s fraud and misrepresentations).

139. Rather than pass through the payment network fees and charges at cost, as the Agreement specified it would, WorldPay inflated them. For example, MLC was subjected to the same access fee increases that victimized IDL Quad.

Indeed, WorldPay charged MLC access fees of .0246 for Visa transactions (regardless of whether the transaction was credit or debit). This charge exceeded the true access fee of: .0195 Visa Credit/.0155 Visa Debit. This increase caused IDL Quad a small amount of quantifiable damages.

140. Moreover, on January 6, 2017, WorldPay automatically debited MLC's bank account for a charge exceeding \$200. It turns out this egregious amount included a \$169.99 annual fee, called "Annual Compliance Services Fee."

141. Dr. Wright did not expect to pay such a large charge and instructed his bank to reverse it, which it temporarily did for a fee. He also ceased use of WorldPay's services.

142. Dr. Wright immediately emailed his representative, Gloria Taylor, to dispute the prior month's charges, including the annual fee. Dr. Wright reminded Ms. Taylor that he was not supposed to be billed any annual fees.

143. On January 9, 2017, Ms. Taylor responded and agreed with Dr. Wright that such a large annual fee is not mentioned in his Agreement and advised him to call customer service to get to the bottom of this fee.

144. On January 10, 2017, Dr. Wright tried calling WorldPay customer service but could not get through to an actual representative. He also emailed Ms. Taylor to advise her of the status.

145. On January 13, 2017, Dr. Wright emailed WorldPay indicating he never agreed to pay the annual fee. He also paid an additional amount to his bank to permanently block all future debits from WorldPay.

146. On March 6, 2017, Dr. Wright emailed and called WorldPay customer service and instructed Defendant to terminate his account. WorldPay responded by indicating that he could only terminate his account if he paid a \$295 early termination fee.

147. This was unacceptable to Dr. Wright. Dr. Wright called Gloria Taylor to attempt to reach a resolution. She responded that there was nothing she could do but she was not surprised WorldPay management had billed him for an annual fee. She said that Defendant was unethical and often added fees that were not specified in the Agreement. She expressed her disgust with WorldPay's practices because they regularly make her look like a liar to those customers she has signed up. Further, she was frustrated because Defendants' overbilling ultimately costs her commission money because merchants often terminate their accounts in response.

148. At this point, Dr. Wright realized that he may have been overcharged other fees by WorldPay and contacted WorldPay to obtain a record of the fees charged. To that point, Dr. Wright had never received a monthly statement.

149. He was informed he could access his statement records via WorldPay's online portal, so he registered and printed his statements to date. He realized that he had been charged multiple fees not identified on his Agreement, including monthly administrative fees and "PAYware Mobile" fees (in addition to the improper fees referenced above).

150. In the *Alghadeer* case, WorldPay produced what it contended was MLC's contract. *See* Alleged MLC Agreement (Exh. F hereto). The first page of the contract matches the page signed by Dr. Wright except some information was added to the "Business Info" section after he signed and returned to WorldPay. The second page is forged and contains information, handwriting, and initials that do not match those of Dr. Wright. *Id.* at 2.

151. It appears someone at WorldPay created this page after-the-fact. Unsurprisingly, this fake page includes several fees Dr. Wright never agreed to pay, including a monthly administrative fee of \$9.95 per month, a monthly "PayWare Mobile" fee of \$14.95 per month, and a .10% "plus" rate as opposed to the agreed \$0.10 per item fee. *Id.* at 2. Notably, it still fails to disclose any annual fee and indicates that only "standard Payment Network fees and charges" will be imposed. *Id.*

152. The third page also forges Dr. Wright's initials. This page was not even transmitted to him in Ms. Taylor's August 23, 2016 email with the three pages he did complete. The fourth page, which contains Dr. Wright's signature on the Agreement, is accurate.

153. It appears that Dr. Wright was thus a victim of out-and-out fraud and forgery, in addition to WorldPay's standard schemes.

154. After Dr. Wright attempted to terminate, WorldPay continued to try to automatically debit MLC's bank account for several more months before it apparently (and finally) gave up.

155. These are but a few examples of Defendant's improper payment processing overcharges. All customers suffered from Defendant's systematic practices of inducing merchants to do business through fee promises that they never intended to keep and adding fees in violation of Defendant's contracts with customers. When Defendant desired to increase profits – which was often – it simply tinkered with a payment processing fee, applied it across thousands of customers in an automated fashion, and reaped the increased profits.

156. Not only did this strategy pad WorldPay's profits, but its ability to trick many thousands of customers to signing up led to an increase in its recent sale price to Vantiv of over \$10,000 per customer. WorldPay was actively trying to sell

itself over a period of several years. Clearly, WorldPay was incentivized to keep customers in the dark about its practices so they would sign up and stay with the company until a sale could be concluded.

ANTICIPATED CONTRACTUAL DEFENSES

157. It is anticipated that WorldPay will lean heavily on the Terms in an effort to defend its conduct. However, since Plaintiffs were fraudulently induced to enter a contractual relationship with Defendant, their contracts are subject to rescission and such provisions are not enforceable.

158. In any event, the Terms do not authorize WorldPay's pricing transgressions.

159. Contractual Notification. In *Alghadeer*, WorldPay has argued that the Terms require merchants to give written notice of any billing errors within 30 days of receipt of the statement containing the error.

160. With respect to Acebedo, this is plainly incorrect.

Their Terms contain a provision which states:

Customer shall be solely responsible for reviewing its statements from RBS Lynk and for reporting to RBS Lynk in writing, within 30 days of Customer's receipt of any monthly statement from RBS Lynk, any underpayments, overpayments or other discrepancies *between the volume and/or value of transactions that Customer actually processed during the period indicated on the face of such statement.*

Acebedo Terms, § 7.5 (emphasis added).

161. By its own terms, this obligation to timely review and report only applies to issues related to the volume or value of card transactions. Acebedo does not take issue with the volume or value of their card transactions. Rather, it takes issue with the fees charged by WorldPay, which are not covered by the provision.

162. MLC's Terms, meanwhile, contain a different provision, which requires the merchant to review its monthly statements and report to WorldPay in writing within 30 days of receipt of such statements:

any underpayments, overpayments or other discrepancies of *any items* reflected on such statement or related to the period covered by such statement . . .

MLC Terms, § 7.5 (emphasis added).

163. This provision is worded differently than that applicable to Acebedo, but applies only to "items," an undefined term which WorldPay (appropriately) uses interchangeably with card transactions. It too does not apply to fees such as those at issue here.

164. Because the Terms' "contractual notification" requirements are inapplicable, they are irrelevant to this suit. However, even if these provisions are given the expansive interpretations suggested by WorldPay, they violate Georgia law and public policy, including because they are unduly exculpatory and unconscionable, and are otherwise void and unenforceable.

165. Any running of the Terms’ “contractual notification” requirements were also equitably tolled given Defendant’s convoluted statements, most notably its communication of false messages that were designed to deceive and mislead the identified Plaintiffs and Class members into believing Defendant was abiding by the promises that induced the contract.

166. Moreover, regardless of these provisions’ applicability and enforceability, Acebedo and MLC provided Defendant with timely, written notice of allegedly improper fees. *See* ¶¶ 109, 136, 139, *supra*.

167. Amendment. WorldPay may also argue that the Terms give it a “blank check” to increase fees or impose new fee categories, regardless of whether such actions materially conflict with the pricing set forth in the Agreement.

168. With respect to Acebedo, this is plainly not so. Section 1 of their Terms define “Processing Charges” as those charges “set forth on the accompanying Fee Schedule, as amended from time to time pursuant to Section 5.4.” Acebedo Terms, § 1.

169. Thus, WorldPay only has the right to amend the fees pursuant to Section 5.4. This section gives WorldPay the right to amend processing fees “[i]f the actual volume or average transaction size is materially different [than as set forth on the Agreement], or if Customer significantly alters its method of doing

business.” Acebedo Terms, § 5.4. Here, neither of these conditions occurred. Indeed, WorldPay’s pricing changes are wholly unrelated to any activity of any individual Plaintiff or other customer. Rather, these are strategic, automated changes that apply to many thousands of merchants.

170. Section 5.5 also purports to give WorldPay a limited right to adjust the processing fees to “reflect increases, decreases, or new interchange, assessments, or other fees by the Card Associations, or to pass through increases charged by third parties for online communications and similar items.” Acebedo Terms, § 5.5. However, the increases complained of herein were not taken in response to pricing changes made by the payment networks or other third parties. Rather, they are just additional fees imposed by WorldPay to increase profitability at merchant expense.

171. Finally, in Section 5.2, labeled “Deduction of Processing Charges,” after a few sentences that actually discuss how processing charges are deducted, there is an unrelated provision which states:

Bank or RBS Lynk with Bank’s approval from time to time may amend the Fee Schedule. The prices set forth in an amended Fee Schedule shall be effective on the date specified in the notice thereof, which date shall not be fewer than 15 days after the date of the notice. Each such revised or supplemental Fee Schedule shall thereafter be deemed a material part of this Agreement.

Acebedo Terms, § 5.2.

172. This provision does not excuse Defendant's pricing manipulations for several reasons. First, it requires advance notice, which Defendant did not provide for many of the fees at issue, including inflated payment network charges. *See* ¶ 78, *supra*.

173. Second, in those situations where Defendant did provide advance notice, it often did not do so in accordance with the Terms, which require mailed notice. *Id.* at ¶ 79, *supra*. Indeed, Worldpay often purported to give notice via its online portal, as opposed to via the U.S. mail, which is not allowed.

174. Third, the form, format, and content of the notices given by WorldPay were wholly insufficient to meet the contractual requirement of an "amended," "revised," or "supplemental Fee Schedule." The half-hearted notices that did go out never amounted to the necessary "amended Fee Schedule." *Id.* at ¶ 80, *supra*. None of the advance notices that were provided indicate that the fee schedule set forth in the Agreement is being amended or direct Plaintiffs to the revised or supplemental Fee Schedule; rather, they just purport to charge new fees.

175. Fourth, on information and belief, WorldPay's member bank (Citizens Bank) did not approve of WorldPay's fee changes. Member bank approval is an essential requirement for any new or revised fee. It is not only required by the Terms, but by the rules of the card networks themselves, with which WorldPay is

obligated to comply. For instance, the MasterCard Rules state: “The Merchant Agreement . . . may not be modified in any respect without the express written agreement of the [Member Bank].” *Id.* at § 7.6.1(1)(b).

176. To summarize, WorldPay’s manipulations to Acebedo’s fees were not authorized by Section 5.2.

177. Even if they were authorized, however, Section 5.2 is not enforceable and Defendant may not use it to justify its decision to charge more than merchants agreed to pay.

178. This provision is invalid because it lacks mutual consideration. Indeed, the provision purports to give Defendant the unfettered discretion to change the pricing of its services (the most material of all terms) for any reason or no reason. This renders Defendant’s promise to provide services in exchange for the rates and fees set forth within the Agreement illusory and unenforceable for lack of consideration.

179. Even if Section 5.2 were not illusory, it is unconscionable. The provision is procedurally unconscionable because the bargaining process was fundamentally unfair. Defendant (the stronger party) intentionally did not note on the Agreement – the document that all merchants (the weaker parties) review and

sign – that it gave itself discretion to change rates and fees set forth in the Agreement.

180. Instead, Defendant set forth this purported right deep in the Terms, a separate document from the Agreement that is only noted on the Agreement in small, inconspicuous print. To make matters worse, Defendant buried the provision under a heading that referenced an inapposite topic, making it unlikely merchants who were concerned about fee increases would locate it.

181. Defendant knew such a provision would be important to merchants and would affect their decision to do business with Defendant. By burying the provision in the separate Terms, Defendant knew that merchants would never become aware of it until after the Agreement was signed and a contract was formed. Moreover, Defendant engaged in the foregoing deceptive acts despite knowing full well that Section 5.2 could have a profoundly detrimental effect on merchants' ability to receive the fruits of the contract (i.e., services over the life of the term for the contracted-for rates and fees, as opposed to the rates and fees that Defendant subsequently determined it wanted to charge (if it could obtain approval from Citizens Bank)).

182. Section 5.2 is also substantively unconscionable because it is wholly one-sided and unreasonably favorable to Defendant. Indeed, it provides Defendant

complete control to disregard the agreed-upon rates and fees and charge merchants whatever it wants over the term of the contract.

183. This unfettered discretion is especially dangerous here because Defendant automatically debits monies from merchant accounts before it provides statements itemizing such debits. Thus, Section 5.2 allows Defendant to double or even triple the agreed-upon rates and to seize such additional amounts from merchants *before* merchants have any opportunity to object, let alone to refuse payment.

184. Merchants must either live with paying much higher fees than they were informed they would pay at the beginning of the deal or subject themselves to the costly early termination penalties, which are typically several hundred dollars. No merchant in their right mind would ever voluntarily agree to such a “Catch 22” situation.

185. Section 5.2 violates public policy, lacks mutuality, is illusory, unconscionable, and is otherwise void and unenforceable pursuant to applicable Georgia law.

186. MLC’s Terms are materially different than Acebedo’s Terms when it comes to pricing amendments. *Compare* Acebedo Terms, § 5.2 *with* MLC Terms, § 11.9. For instance, MLC’s Terms purport to provide a merchant with the right to

terminate the Agreement without the payment of an early termination fee within 15 days of WorldPay providing notice of a fee increase. MLC Terms, § 11.9.

187. The facts will show that WorldPay does not actually afford such right to merchants, however. For instance, the very day Dr. Wright discovered that MLC had been charged an annual fee he never agreed to, he complained in writing to WorldPay. He was not allowed to terminate. In fact, WorldPay subsequently told him he had to pay the early termination fee if he wanted to terminate.

188. Other WorldPay customers have confirmed that WorldPay does not honor early termination requests without payment of the early termination fee. Clearly, the purported “right” to terminate when fees are increased is a nullity and the Section 11.9 in MLC’s Terms is just as unenforceable as the Section 5.2 in Acebedo’s Terms.

189. Finally, even if Sections 5.2 and 11.9 gave WorldPay discretion to modify merchant pricing, good faith and fair dealing constrains WorldPay’s ability to manipulate fees in a manner not contemplated by the parties. Contractual discretion is not a license to steal.

190. Here, WorldPay’s manipulation of Plaintiffs’ fees and charges was done for no other reason than to increase profits. Indeed, based largely on improved technology and increased competition, fees and costs for payment

processing have been gradually declining for several years. Massive undisclosed fees and fee increases were wholly unwarranted and thus WorldPay's activities do not comport with good faith and fair dealing.

191. Voluntary Payment. The voluntary payment doctrine also does not apply here. Indeed, by the time statements were made available to Plaintiffs breaking down the prior month's payment processing charges, WorldPay had already taken such amounts from Plaintiffs' bank account. Thus, all fees are charged and taken *before* statements are delivered (and Plaintiffs receive notice of such fees).

192. Moreover, even if merchants had received and could reasonably decipher Defendant's monthly statements (which they cannot), many of the complained-of fees appear to be legitimate pass through charges (e.g., access fees and fixed acquirer network fees). This is why Defendant refers to the payment networks by name when describing such charges – it wants merchants to presume they are typical pass through fees (even though, in fact, they had been surreptitiously inflated by Defendant). For these and other reasons, the voluntary payment doctrine is inapplicable.

CLASS ALLEGATIONS

193. Plaintiffs bring this action on behalf of themselves and all United States customers of Defendant who contracted for payment processing services and paid a fee not listed in the in the Customer Processing Agreement.

194. Plaintiffs reserve the right to modify or amend the definition of the proposed Class before the Court determines whether certification is appropriate and as the Court may otherwise allow. It is very likely that additional classes or subclasses will be appropriate, perhaps based on the applicable versions of the Terms.

195. Excluded from the Class are Defendant, its parents, subsidiaries, affiliates, officers, and directors, any entity in which Defendant has a controlling interest, all customers who make a timely election to be excluded, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

196. WorldPay may argue that all putative Class members that were enrolled on or after September 30, 2017 are bound by its new Terms, which require the arbitration of all disputes, and thus cannot be members of the Class. Plaintiffs were not customers at this time.

197. It is true that WorldPay provided a statement notice to its existing customers that it would amend the terms and conditions effective September 30, 2017. This notice included a link to the purported new Terms. This move by WorldPay was an attempt to reduce its exposure in the *Alghadeer* case, which had been pending for more than a year before the notice of the new Terms was provided to merchants.

198. Plaintiffs are confident WorldPay's unilateral efforts to deprive many of its customers of their day in Court will be rejected on multiple grounds, including but not limited to such changes are not allowed by the pre-existing Terms, were not approved by Citizens Bank (which is a requirement under WorldPay's terms, the bank's contract with WorldPay, and the applicable payment network rules), and/or cannot be enforced based on equitable and contractual principles.

199. The time period for the Class is the number of years immediately preceding the date on which *Alghadeer* was filed as allowed by the applicable statute of limitations, going forward into the future until such time as Defendant remedies the conduct complained of herein. All of Defendant's contracts mandate that Georgia law be applied. By way of example only, Georgia imposes a six-year statute of limitations on breach of contract actions. Thus, if Georgia law is deemed

to apply, the relevant class period for breach of contract is likely to begin August 26, 2010 and extend through Defendant's change in conduct or the conclusion of the case. It is also possible that the applicable statute of limitations will be tolled based on Defendant's improper conduct as previously alleged.

200. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can meet all the applicable requirements of Federal Rule of Civil Procedure 23 and can prove the elements of its claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

201. Numerosity. The members of the Class are so numerous that individual joinder of all the members is impracticable. There are in excess of 200,000 merchants that have been damaged by Defendant's wrongful conduct as alleged herein. The precise number of Class members and their addresses is presently unknown to Plaintiffs, but can readily be ascertained from Defendant's books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, and/or published notice.

202. *Commonality and Predominance.* Numerous common questions of law and fact exist as to the claims of Plaintiffs and the other Class members. Such questions include, but are not limited to:

(a). Whether Defendant has established a scheme to sign up new customers by promising rates and fees it knows are less than the actual rates and fees that will be charged;

(b). Whether Defendant directly violated its contracts with merchants by assessing improper fees;

(c). Whether Defendant violated the covenant of good faith and fair dealing in its efforts to impose excessive fees;

(d). Whether Defendant is liable to Plaintiffs and the other Class members for imposing improper fees;

(e). Whether certain contractual provisions in Defendant's Terms re invalid exculpatory clauses, violate public policy, lack mutuality, are illusory, are procedurally and substantively unconscionable, and are otherwise void and unenforceable;

(f). The proper method or methods by which to measure damages and/or restitution; and

(g). Whether Defendant should be enjoined from engaging in any or all of the improper practices complained of herein.

203. Defendant has engaged in a common course of conduct toward Plaintiffs and the other Class members. The common issues arising from this conduct that affect Plaintiff and the other Class members predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

204. *Typicality.* Plaintiffs' claims are typical of the other Class members' claims because, among other things, all of the claims arise out of a common course of conduct and assert the same legal theories. Further, Plaintiffs and the members of the Class were comparably injured through the uniform misconduct described above.

205. *Adequacy of Representation.* Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other Class members; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. Class members' interests will be fairly and adequately protected by Plaintiffs and their counsel.

206. *Declaratory and Injunctive Relief.* Defendant has acted or refused to act on grounds generally applicable to Plaintiffs and the other Class members, thereby making appropriate final injunctive and declaratory relief, as described below. Specifically, Defendant continues to knowingly enroll customers through fraud and misrepresentation, overbill customers, and utilize inapplicable, unenforceable contractual provisions in order to block the Class members from seeking legal relief. Class-wide declaratory and/or injunctive relief is appropriate to put an end to these illicit practices.

207. *Superiority.* A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and each of the other Class members are small compared to the burden and expense that would be required to individually litigate their claims against Defendant, thus rendering it impracticable for Class members to individually seek redress for Defendant's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer

management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

CLAIMS FOR RELIEF

COUNT ONE
Fraudulent Inducement

208. Plaintiffs repeat paragraphs 1 through 192 above.

209. As alleged herein, Defendant intentionally and fraudulently induced the identified Plaintiffs and the Class members to enter into contracts with Defendant through its material omissions and material affirmative promises of pricing terms that Defendant never had any intention to honor.

210. Among other things, Defendant intentionally (a) prominently promised the Plaintiffs and the Class members, as an inducement to enter into business with Defendant, rates and fees that were lower and different than what Defendant knew would be charged, (b) failed to properly disclose the true applicable rates and fees on the Agreement or elsewhere, and (c) disclosed rates and fees that do not reflect, omit, conceal, and affirmatively misrepresent the true pricing that Defendant knew it would apply.

211. Defendant knew that its disclosed pricing terms did not accurately reflect the rates and fees it would ultimately charge merchants, including the Plaintiffs and the other Class members, at the time the Agreements were provided

to such merchants. Defendant made the foregoing misrepresentations and omissions alleged herein to induce the Plaintiffs and the other members of the Class to rely on them.

212. Defendant's misrepresentations and omissions alleged herein were material, including in that they would be considered very important to merchants in deciding whether or not to do business with Defendant, and were known by Defendant to be false and misleading. Plaintiffs would not have entered their Agreements if they had listed the rates and fees WorldPay knew that it would charge.

213. Defendant's true pricing includes but is not limited to: (a) new annual fees, (b) new fees for the PCI programs, (c) new fees for PCI non-compliance/non-validation, (d) new and increased minimum processing fees, (e) categorically improper pass through fees on tiered pricing customers, (e) marked-up pass through fees, and (f) increased processing fees.

214. Prior to executing Agreements and forming a contract with Defendant, the identified Plaintiffs and the other Class members were deceived by Defendant with respect to the pricing terms that would be applicable to their accounts.

215. The nature and amounts of fees charged, as represented by Defendant at the time of merchant enrollment (including in the Agreement) were material to

and justifiably relied upon by Plaintiffs and the other Class members. Had Defendant accurately represented its true pricing terms to Plaintiffs and the other Class members, and not misrepresented, obscured, and concealed their true pricing terms from them, Plaintiffs and the Class members would not have contracted with Defendant to receive payment processing services.

216. Any statutes of limitation applicable to Plaintiffs and Class members were tolled by Defendant's convoluted statements, most notably its communication of false messages that were designed to deceive and mislead the identified Plaintiffs and Class members into believing Defendant was abiding by the promises that induced the contract.

217. Accordingly, Plaintiffs and the other Class members were fraudulently induced to enter into contracts with Defendant.

218. Plaintiffs and the Class members are entitled to seek damages and/or rescission of their contracts with Defendant, or other equitable relief, including restitution of funds Defendant took from them without permission.

219. Plaintiffs will make any necessary election of remedies at the appropriate juncture.

COUNT TWO
Breach of Contract and
Breach of the Covenant of Good Faith and Fair Dealing

220. Plaintiffs repeat paragraphs 1 through 192 above.

221. Even if it is determined that Plaintiffs and the Class members were not fraudulently induced to contract with Defendant and a binding contract exists between Plaintiffs and the Class members, on the one hand, and Defendant, on the other hand, Defendant has materially violated the specific terms of such contracts.

222. Indeed, Defendant's Agreement sets forth various fees to be charged. Yet, from the earliest stages of the relationship, Defendant has assessed additional fees in conflict with the Agreement, including but not limited to (a) new annual fees, (b) new fees for the purported PCI program, (c) new fees for PCI non-compliance/non-validation, (d) new and increased minimum processing fees, (e) categorically improper pass through fees on tiered pricing customers, (e) marked-up pass through fees, and (f) increased processing fees.

223. The improper fees described above are not a complete list of improper fees charged by Defendant, but merely examples.

224. Defendant's assessment and deduction of fees from the accounts of Plaintiffs and the members of the Class do not comply with the Agreement and/or the amendment provisions set forth in the Terms.

225. Further, through its conduct alleged herein, Defendant has separately breached its form contracts with Plaintiffs and the Class members by exercising the discretion afforded by the Terms' amendment provisions to raise fees or add new fees in violation of the covenant of good faith and fair dealing.

226. For instance, in exercising its discretion to raise the amounts of the rates and fees disclosed on the Agreement, Defendant abused that discretion. Indeed, Defendant imposed these increases not in response to any external factor but merely to pad its own bottom line and increase its sales price to potential acquirers. The increased fees far exceed what Plaintiffs and the Class members reasonably expected and were led by Defendant to expect. This conduct by Defendant was arbitrary and in bad faith.

227. Defendant's conduct described herein has had the effect, and the purpose, of denying Plaintiffs and the Class members the full fruits of their bargains with Defendant.

228. Plaintiffs and the Class have performed all, or substantially all, of the conditions precedent and obligations imposed on them under the contract. There is no legitimate excuse or defense for Defendant's conduct.

229. Defendant's anticipated attempts to defend their overbilling through reliance on self-serving contractual provisions will be without merit. Such

provisions are either inapplicable or unenforceable because they are void, illusory, lack mutuality, are invalid exculpatory clauses, violate public policy, and are procedurally and substantively unconscionable, among other reasons. These provisions do not excuse Defendant's breaches or otherwise preclude Plaintiffs and the Class from recovering for such breaches.

230. Any statutes of limitation applicable to Plaintiffs and Class members were tolled by Defendant's convoluted statements, most notably its communication of false messages that were designed to deceive and mislead the identified Plaintiffs and Class members into believing Defendant was abiding by the contract.

231. Plaintiffs and the members of the Class sustained damages as a result of Defendant's direct breaches of contract and breaches of the covenant of good faith and fair dealing.

COUNT THREE
Unjust Enrichment

232. Plaintiffs repeat paragraphs 1 through 192 above.

233. Plaintiffs, on behalf of themselves and the other Class members, assert a common law claim for unjust enrichment. This claim is brought only in the alternative and is contingent on Defendant's contracts with Plaintiffs and the Class members being deemed fraudulently induced and subject to rescission, ineffective, inapplicable, void, or otherwise unenforceable. In such a scenario, unjust

enrichment will dictate that Defendant disgorge all monies and items unjustly received.

234. As alleged herein, Defendant was unjustly enriched at the expense of Plaintiffs and the other Class members, who were improperly charged and overcharged by Defendant.

235. Plaintiffs and other Class members were unjustly deprived of money obtained by Defendant as a direct and proximate result of their fraudulent inducement to enter contracts which they never would have entered but for Defendant's misrepresentations.

236. Plaintiffs and the other Class members were unjustly deprived of money obtained by Defendant as a direct and proximate result of their contract, which may be deemed void or unenforceable in whole or in part by this Court.

237. It would be inequitable and unconscionable for Defendant to retain the profit, benefit, and other compensation obtained from Plaintiffs and the other Class members as a result of the wrongful conduct alleged herein.

238. Any statutes of limitation applicable to Plaintiffs and Class members were tolled by Defendant's convoluted statements, most notably its communication of false messages that were designed to deceive and mislead the identified Plaintiffs and Class members into believing Defendant's charges were just.

239. Plaintiffs and the other Class members are entitled to seek restitution from Defendant as well as an order from this Court requiring disgorgement of all profits, benefits, and other compensation obtained by Defendant by virtue of its wrongful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the proposed Class demand a jury trial on all claims so triable and judgment as follows:

1. Certifying this case as a class action pursuant to Federal Rule 23;
2. Temporarily and permanently enjoining Defendant from continuing the improper practices alleged herein;
3. Granting rescission of the contracts;
4. Declaring certain contractual provisions to be unenforceable and enjoining their enforcement;
5. Awarding damages in an amount to be determined by a jury;
6. Requiring restitution or disgorgement of all amounts improperly obtained by Defendant;
7. Awarding pre-judgment interest at the maximum rate permitted; and
8. Awarding such other relief as this Court deems just and proper.

DATED this 31st day of May, 2018.

Respectfully submitted,

BY: WEBB, KLASE & LEMON, LLC

/s/ E. Adam Webb

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Matthew C. Klase

Georgia Bar No. 141903

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EXHIBIT

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CUSTOMER PROCESSING AGREEMENT

PROCESSING FEE SCHEDULE

FEES APPLY ONLY TO SERVICES USED

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30350

2131
Sales Agent No.

SA
Sales Order No.
(Merchant Initials)

Application Type New to Credit Card Processing Currently Processing Credit Cards (Rewrite)

Legal Business Name: ACEBEDO & JOHNSON, LLC
Legal Address: 1011 EAST MAIN
Suite/Apt: # 456
City: PUYALLUP State: WA Zip: 98372
Phone: [Redacted] Fax: [Redacted]
Contact Name: Pierre Acebedo
E-mail Address: Pierre Acebedo

Business Open Date: 10 Mo. / '03 yr.
Statement Address Legal DBA Other
DBA Name: ACEBEDO & JOHNSON LLC Same as Legal
Address: _____
Suite/Apt: _____
City: PUYALLUP State: WA Zip: _____
Phone: _____ Fax: _____
Contact Name: _____

I would like to receive online statements at the above listed e-mail address. I understand that by accepting this option, I will not receive a mailed statement.

If cards are currently accepted, please identify where: MOTO/E-Commerce Face to Face How Long: _____ (Years)
Are you currently a customer of RBS Citizens, N.A.? Yes No If yes, please indicate the institution's name: _____

Business Ownership Type
 Sole Proprietorship Partnership Corporation - Non-public Non-profit Organization LLC Government Entity Corporation - Public Stock Symbol: _____

Are you a Franchisee? Yes No Franchise Name that you will utilize: _____

Federal Tax ID #: [Redacted] SIC: 8111

Business Product or Services: LEGAL SERVICES
Please Describe in Detail
Delivery Method for Product (Immediate, Web site fulfillment within 30 days, etc.):
50% = IMMEDIATE 50% = 90 DAYS
Seasonal Merchant* Yes No
If Yes, Months open: _____ Date: _____
Months closed: _____ Date: _____
*Merchant to be charged \$10 for each month closed

Has this company ever had any cardholder account information compromised? Yes No If Yes, When? _____
Does your company utilize any other entities, such as a Third Party Service Provider, that stores, transmits or processes cardholder data on your behalf? Yes No
If "Yes" please list the entity name here: _____

CIP ATTESTATION - BUSINESS AND PRINCIPAL VERIFICATION

Please attach separate completed CIP Attestation Forms for additional principals with 20% or more ownership.

CIP Business Verification (e.g., Business License/Articles of Incorporation) NOTE: Must Complete all Applicable Fields
Issuing Authority: WA STATE Document #: [Redacted] List Document Type Here: Biz. Lic.
Document Expiration Date: 10/31/15 Business Name (as appears on document): Acebedo & Johnson, LLC
Address (as appears on document): 1011 E MAIN AVE, #456, PUYALLUP, WA 98372
Attach business verification documents for any business that has been open for less than 90 days.

CIP Principal Verification (Driver's License/Government Issued ID) NOTE: Must Complete all Applicable Fields
Issuing Authority: WA STATE Document/Driver's License #: [Redacted]
Driver's License Expiration Date: 1-14-12 Name (as appears on license): Acebedo, Pierre
Date of Birth (as appears on license): [Redacted] Address (as appears on license): [Redacted]

RBS WorldPay Authorized Representative Signature
By signing below, I acknowledge and attest that I have viewed the identifying information in the presence of the applicant and all information submitted is true and accurate to the best of my knowledge.
Authorized Account Executive Signature: [Signature] Date: 8-10-15

Swiped / Non-Swiped Percentages*
Face-to-Face: 50% (Swiped) Imprinted: _____ MOTO: 50% (Non-Swiped) Internet: _____ (Non-Swiped)
Financial Institution (FI)? Yes No
Institution Type: US Non-US FI ID #: _____
Website Address: _____
*Web site address required for all merchants who have a site (regardless of whether the merchant is conducting e-commerce business).
Transactions conducted at: Store Residence Warehouse/Office Mobile

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**CUSTOMER PROCESSING AGREEMENT
PROCESSING FEE SCHEDULE**
FEES APPLY ONLY TO SERVICES USED

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30350

Sales Order No. _____
Sales Agent No. _____ (Merchant Initials) **RA**

Bank Name: _____
Bank Phone: **253** _____ Bank Zip: **98375**

Does this location accept Advance Payments? Yes No
If Yes, please answer the following questions below.

Payment Types:

Deposit taken Full Payment Membership / Insurance / Subscriptions, etc.

- What is the average percentage of the deposits being paid in advance? 50
- Number of days the deposit is paid to the merchant in advance of the full payment? 90
- Number of days after full payment is made to the merchant until customer takes delivery of goods / services? 90
- Average number of days to complete the service after purchase (e.g. length of membership, insurance policy, subscriptions, etc.)? 90
- What percentage of the annual bank card volume is based on the payment terms above? 50

Warranties

Monthly volume attributable to warranties \$ _____ Average length of warranty outstanding (# of months) _____ Who reinsures warranty liability? _____

Principal Name: **Pierre** **ACEBEDO** **Acebedo**
Business Title: **MANAG. MGR.** M.I. _____ Last
Home Address: _____
City: _____ State: **WA** Zip: _____ Home Phone: _____
Previous Address: **Puyallup** (Complete if the Principal has moved within the last two years)
City: _____ State: _____ Zip: _____
SSN#: _____ DOB: _____ Percent Ownership: _____
US Citizen? Yes No If no, provide country of citizenship _____

Principal Name: **Cindy** **JANSON**
Business Title: **MANAG. MGR.** First M.I. _____ Last
Home Address: _____
City: _____ State: **WA** Zip: _____ Home Phone: _____
Previous Address: _____ (Complete if the Principal has moved within the last two years)
City: _____ State: _____ Zip: _____
SSN#: _____ DOB: _____ Year _____ Percent Ownership: 50 %
US Citizen? Yes No If no, provide country of citizenship _____

Visa® MasterCard® Discover® and JCB® Credit Processing

Accept All Visa, MasterCard, Discover and JCB Consumer Credit, Commercial and Signature Debit Cards

Please Select Rate Pricing Structure
 3-Tier Pricing
 4-Tier Pricing
 Cost Plus Pricing

Cost Plus Processing Fee
_____ % Per Transaction

\$ _____ Per Transaction

Merchants are responsible for the percentage and/or transaction fee listed here plus any card issuer costs involved.

3-Tier and 4-Tier Rates and Surcharges
Tier 1 Rate
Discount Rate: 1.49 % Per Transaction
Item Fee: \$.25 Per Transaction
Tier 2 Surcharge
Discount Rate: .40 % Per Transaction
Item Fee: \$.25 (25) Per Transaction
Tier 3 Surcharge
Discount Rate: .80 % Per Transaction
Item Fee: \$.25 Per Transaction
Tier 4 Surcharge
Discount Rate: 1.60 % Per Transaction
Item Fee: \$.25 Per Transaction

Customer Average Monthly Volume:
\$ 15,000.-

Customer High Monthly Volume:
\$ 40,000.-

Customer Average Ticket:
\$ 2,000.-

Customer High Ticket:
\$ 9,500.-

9500



CUSTOMER PROCESSING AGREEMENT
PROCESSING FEE SCHEDULE

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30360

FEES APPLY ONLY TO SERVICES USED

Sales Order No. _____
Sales Agent No. _____
(Merchant Initials) RA

Discover NetworkSM Accounts

Discover Network Retained Account

Merchants who are on the "Discover Retained Merchant Accounts" list will continue to settle Discover transactions through Discover. Rates negotiated with Discover will apply on all Discover transactions in place of RBS WorldPay 3-Tier, 4-Tier, or Card Plus credit transaction pricing structures. The RBS WorldPay Item Fee, as specified in this section, will be added to Discover Retained Merchant Accounts in addition to the negotiated Discover rates and will be charged by RBS WorldPay.

Existing Discover Merchant #: _____
RBS WorldPay Item Fee: \$. _____ Per Transaction

American ExpressSM

Existing American Express Customer

Existing Amex Merchant #: _____
Existing Amex CAP #: _____
(For existing, multi-location customers only)

American Express Yearly Volume: \$ _____
American Express Average Ticket: \$ _____
Amex Discount Rate: _____ % Plus \$. _____ Per Transaction**
RBS WorldPay Item Fee: \$. _____ Per Transaction

American Express Flat Fee*

* Merchants processing with American Express will be billed the Amex Discount Rate or the Monthly Flat Fee by American Express directly. The Monthly Flat Fee is \$3.95 prior to 10/01/02, after which time it will increase to \$7.95. The American Express rates and fees are subject to change from time to time by American Express. The RBS WorldPay Item Fee will be charged to the merchant by RBS WorldPay but does not apply to reverse PIP merchants.

** 0.30% downgrade will be charged for Retail transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not Presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), is used at unattended Establishments (e.g., customer activated laminate, called DATA, or for which the transaction is Key-entered). Capitalized terms appearing in this paragraph shall have the meanings described in the American Express Terms and Conditions.

Apply for American Express

Apply for American Express Reverse PIP

PIN Debit Processing

Accept Consumer PIN Debit Cards

Debit Access Fee: \$. _____ Per Month - Per Location
Debit Item Fee: \$. _____ Per Transaction
Denials & Voids Fee*: \$. _____ Per Transaction
Batch Totals Fee: \$. _____ Per Transaction
RevolutionCard Fee: 50 % (basis points) Per Transaction
Cash Back Yes No

* Plus fees from individual card companies and/or debit networks.

EBT

Accept EBT

EBT Access Fee: \$. _____ Per Month - Per Location
EBT Item Fee: \$. _____ Per Transaction
Denials & Voids Fee: \$. _____ Per Transaction
Batch Totals Fee: \$. _____ Per Transaction

Retailer will issue benefits in the form of:

- Food Stamp and Cash Benefits
- Food Stamp Benefits Only
- Cash Benefits Only

FNS Number: _____
(Food Stamp Merchants Only)

Direct Debit

Accept Direct Debit ACH Service

Deposit and Re-Deposit Item Fee: _____ % (basis points) Per Transaction

Administrative: 9.00
\$ 4.00 Per Month - Per Location
Minimum Processing:
\$ 0.00 Per Month - Per Location
Chargeback Handling: 25.00 Per Chargeback

ACH Reject, NSF or Returned Check:
25.00 Per Occurrence
Voice Authorization: \$ 1.95 Per Call

Voice AVS Request: 2.95 Per Call
Batch Header: \$. 0.00 Per Occurrence
Other Fee: \$ _____

* The Early Termination Fee set forth in Section 10.3 of the Terms and Conditions applies unless a different amount is specified in the Other Fee section above.

Wright ExpressSM (WEX)

Apply for Wright Express (WEX)**

RBS WorldPay Item Fee:
\$. _____ Per Transaction

FuelmanSM (FleetCor)

Apply for Fuelman (FleetCor)**

Current Fuelman (FleetCor) Customer

RBS WorldPay Item Fee:
\$. _____ Per Transaction

Fleet OneSM

Apply for Fleet One**

Current Fleet One Customer

RBS WorldPay Item Fee:
\$. _____ Per Transaction

VoyagerSM

Apply for Voyager

Current Voyager Customer

Voyager Discount Rate:
_____ % Per Transaction

RBS WorldPay Item Fee:
\$. _____ Per Transaction

** Wright Express, Fuelman (FleetCor), and Fleet One applications require an additional form that is separate from the RBS WorldPay Customer Processing Agreement. Approximate set-up time for Wright Express, Fuelman (FleetCor), and Fleet One applications is 7-10 business days.

Gift Cards

Accept Gift Cards*

Gift Card Item Fee: \$. _____ Per Transaction

Order Processing Fee**: \$ 25.00

Gift Card Dormancy Fee: \$. _____
Per Service Fee Assessed Per Card

Gift Card Activation/Reload Fee: _____ %
of Activation/Reload Amount

** Order processing fee applies to Standard and Image Initial orders and loadings less than 200 cards.

Loyalty Cards

Accept Loyalty Cards*

Item Fee: \$. _____ Per Transaction

Program Fee: \$. _____ Per Month - Per Location

* Merchants ordering Gift Cards or Loyalty Cards will need to complete and submit the Card Order Form.

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CUSTOMER PROCESSING AGREEMENT PROCESSING FEE SCHEDULE

Citizens Bank (Member Financial Institution)
800 Morgan Falls Road, Atlanta, GA 30350

FEES APPLY ONLY TO SERVICES USED

Sales Order No. _____

(Merchant Initials) PA

Sales Agent No. _____

Selected Software		Software Fees	
Datecap Service Fee: \$ _____ Per Month - Per Terminal	Virtual Terminal Service Fee: \$ _____ Per Month - Per Terminal	Recurring Payments Service Fee: \$ _____ Per Month - Per Terminal	
Datecap Item Fee: \$ _____ Per Transaction	Debit/Credit Origination Fee: \$ _____ Per Transaction	Direct Draft	Prenote:
Micros Surcharge Fee: \$ _____ Per Transaction		ACH Reject: \$ _____ Per Occurrence	\$ _____ Per Occurrence

Wireless Services

Accept Transactions via Wireless Wireless Services: \$ _____ Per Month - Per Terminal

Check Services

Apply For CrossCheck Services* Current Check Processing Company: _____

Currently Accepts Check Services Existing Check Processing Merchant #: _____

*Merchants applying for CrossCheck Services must complete a separate CrossCheck Services Agreement.

Equipment Replacement And Supplies	RFID	ARU
<input type="checkbox"/> Accept Please Select Service Level: <input checked="" type="checkbox"/> Decline <ul style="list-style-type: none"> Terminal & Supplies: \$ _____ Per Month - Per Terminal Supplies Only: \$ _____ Per Month - Per Terminal Terminal Only: \$ _____ Per Month - Per Terminal 	<input type="checkbox"/> Accept Transactions via RFID Please Select RFID Equipment Type <ul style="list-style-type: none"> Stand Alone Terminal Mount Wall/Glass Mount 	<input type="checkbox"/> Accept Transactions via ARU Only Merchants processing via ARU are not subject to the Voice Authorization, Voice Authorization Referral, or Voice AVS Request Fees listed in the Misc. Fees section of this document.

Data Breach Services

Please Select Service Level:
 Plus: \$ 9.99 Premium: \$ 15.99 None

I have received a copy of the Terms and Conditions for the Data Breach Services Program.
 (Merchant Initials) _____
 (Required for Acceptance)

Terminal Printer PIN Pad Check Reader Card Reader Other	New Used Existing Rental Exchange	Description	Serial Number	Qty	Monthly Rental Price Per Unit (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<u>CRANE 380</u>		<u>1</u>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	<u>P-900</u>		<u>1</u>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____

Notes: Rental equipment requires execution of a separate agreement.

Store Name: Acadeda + Johnson, LLC
(As it is to appear on receipt header and monitor plates)

Store Return Policy on Terminal Receipt:

All Sales Final No Refunds Store Credit Only

Auto-Close: Yes No

Auto-Close Time: 15:00 OAM OAM PM

Time Zone: EST MTN CNT PAC Hawaii

CVV: Yes No

AVS: Yes No

Tip: Yes No

Prompt for Server/Cashier #: Yes No

POS / VAR Application Name: _____ This information is required for industry compliance purposes.

Customer acknowledges that payment applications must comply with the standards, guidelines, practices or procedures required or recommended by the Payment Card Industry Security Standards Council, including, without limitation, the Payment Application Data Security Standards. Customer shall notify RBS WorldPay and RBS Citizens prior to changing its payment applications software (including any changes in versions of such software.)

Customer further agrees to provide the new payment application name and version number prior to submitting any transactions to RBS WorldPay utilizing the new payment application (including new versions).

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CUSTOMER PROCESSING AGREEMENT PROCESSING FEE SCHEDULE

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30350

FEES APPLY ONLY TO SERVICES USED

Sales Order No. _____

Sales Agent No. _____

(Merchant Initials) **RA**

Shopping Carts	Internet Gateways
<input type="checkbox"/> Accept Transactions via Internet Shopping Cart Please Select Shopping Cart Type <input type="radio"/> Process via Cart32 <input type="radio"/> Process via MIVA Shopping Cart Maintenance Fee: \$ _____ Per Month - Per Terminal <input type="radio"/> Process via ShopSite	<input type="checkbox"/> Accept Transactions via Internet Gateway Please Select Internet Gateway <input type="radio"/> Authorize.Net <input type="radio"/> tSYS <input type="radio"/> Other (Please Specify): _____ Gateway Setup Fee: \$ _____ TSYS Surcharge Fee: \$ _____ Per Transaction Item Fee: \$ _____ Per Transaction

Internet Business Information

Average Days to Fill an Order: _____ Percent of Orders Filled Internally: _____ % Average Days to Ship an Order: _____

Name of Fulfillment House: _____

Website Address: _____

Transaction Service Provider Information: _____

Site Is SSL Secured: Yes No

Refund Policy

Site Credit Only

No Refunds

Card Credit

IF N (New) is selected above, bill shipping to: Customer Sales

Installation: By Processor By Sales By Reseller

Shipping Method: Overnight 2nd Day Ground

Installer Name: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____ Notes: _____

Ship To: _____

Address: _____

Contact Name: _____

Contact Phone Number: _____

Check here if same as Legal or DBA address

MERCHANT ACCEPTANCE AND GUARANTY

The Customer hereby agrees to RBS WorldPay's standard Terms and Conditions for Customer Processing Agreements. These Terms and Conditions either appear on the reverse side of this form or are attached hereto. By signing below, I represent that (i) I have received and reviewed a copy of the Terms and Conditions and (ii) the information I have provided on the Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate. Customer acknowledges that no oral or written modifications to the Terms and Conditions have been made or promised to the customer.

USA PATRIOT Act - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

A consumer report of each of the officers, partners or owners of Customer may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

By signing below, I represent that I have read and am authorized to sign and submit the application which I am delivering at this time to RBS WorldPay, Inc on behalf of the entity below and all information I have provided in the application is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in the application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through RBS WorldPay, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated below to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

AS YOUR PAYMENTS PROVIDER, WE THANK YOU FOR YOUR BUSINESS.

[Signature] (Authorized Signature) Pierre Ardard (Print Name) Mgr. MGR. (Title) 3/18/10 (Date)

[Signature] (Authorized Signature) Cindy Jackson (Print Name) MGR. (Title) 3-10-10 (Date)

The undersigned further hereby unconditionally guarantees to RBS Citizens, N.A. and RBS WorldPay Inc. the full payment of all obligations arising out of or in furtherance of the Agreement and to pay Bank of RBS WorldPay all expenses incurred in collecting such obligation.

[Signature] (Signature) 3/10/10 (Date) *[Signature]* (Signature) 3/17/2010 (Date)

The undersigned sales representative attests that a site inspection of the above named Customer's premises was conducted and that the Customer has the proper facilities, equipment, inventory and licenses required to conduct the business.

[Signature] (Authorized Account Executive Signature) Aime Dubok (Print Name) 3-10-10 (Date)

EXHIBIT

B



CUSTOMER PROCESSING AGREEMENT

PROCESSING FEE SCHEDULE

FEES APPLY ONLY TO SERVICES USED

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30350

Sales Order No. _____

(Merchant Initials) _____

22978
Sales Agent No. _____

Application Type New to Credit Card Processing Currently Processing Credit Cards (Rewrite)

Legal Business Name: IDL Quad Group LLC
Legal Address: 230 E 1ST STREET
Suite/Apt: _____
City: Tulsa State: OK Zip: 74103
Phone: _____ Fax: _____
Contact Name: Aaron Post / Angie Green
E-mail Address: _____

Business Open Date: 11 Mo. / 29 Yr. Statement Address
 Legal DBA Other
DBA Name: _____ Same as Legal
Address: _____
Suite/Apt: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Contact Name: ANGIE GREEN

I would like to receive online statements at the above listed e-mail address. I understand that by accepting this option, I will not receive a mailed statement.

If cards are currently accepted, please identify where: MOTO/E-Commerce Face to Face How Long: 1 (Years)
Are you currently a customer of RBS Citizens, N.A.? Yes No If yes, please indicate the institution's name: _____

Business Ownership Type
 Sole Proprietorship Partnership Corporation - Non-public Non-profit Organization LLC Government Entity Corporation - Public Stock Symbol: _____

Are you a Franchisee? Yes No Franchise Name that you will utilize: _____

Federal Tax ID #: _____ SIC: 5812

Business Product or Services: Night Club
Please Describe in Detail

Delivery Method for Product (Immediate, Web site fulfillment within 30 days, etc.): Immediate

Seasonal Merchant* Yes No
If Yes, Months open: _____ Date _____
Months closed: _____ Date _____
*Merchant to be charged \$10 for each month closed

Has this company ever had any cardholder account information compromised? Yes No If Yes, When? _____

Does your company utilize any other entities, such as a Third Party Service Provider, that stores, transmits or processes cardholder data on your behalf? Yes No
If "Yes" please list the entity name here: _____

CIP ATTESTATION - BUSINESS AND PRINCIPAL VERIFICATION

Please attach separate completed CIP Attestation Forms for additional principals with 20% or more ownership.

CIP Business Verification (e.g., Business License/Articles of Incorporation) NOTE: Must Complete all Applicable Fields
Issuing Authority: Oklahoma Document #: _____ List Document Type Here: Cert. of LLC
(State/County/City)
Document Expiration Date: _____ Business Name (as appears on document): IDL Quad Group LLC
Address (as appears on document): 230 E 1ST STREET TULSA OK 74103
Attach business verification documents for any business that has been open for less than 90 days.

CIP Principal Verification (Driver's License/Government Issued ID) NOTE: Must Complete all Applicable Fields
Issuing Authority: Oklahoma Document/Driver's License #: _____
Driver's License Expiration Date: 10/31/2010 Name (as appears on license): Angela Lynn Green
Date of Birth (as appears on license): _____ Address (as appears on license): 1435 E 50th St. Tulsa, OK 74105

RBS WorldPay Authorized Representative Signature
By signing below, I acknowledge and attest that I have viewed the identifying information in the presence of the applicant and all information submitted is true and accurate to the best of my knowledge.
Authorized Account Executive Signature: _____ Date: 6/15/10

Swiped / Non-Swiped Percentages*
Face-to-Face: 100% (Swiped)
Imprinted: 0% (Non-Swiped)
MOTO: 0% (Non-Swiped)
Internet: 0% (Non-Swiped)
Financial Institution (FI)? Yes No
Institution Type: US Non-US
FI ID #: _____

Website Address: _____
*Web site address required for all merchants who have a site (regardless of whether the merchant is conducting e-Commerce business).
Transactions conducted at: Store Residence Warehouse/Office Mobile
CONFIDENTIAL WP_ALB_0000651

Jun 17 2010 9:38AM Wells Fargo Home Mortgage 9187944677 p.3



CUSTOMER PROCESSING AGREEMENT

PROCESSING FEE SCHEDULE

FEE'S APPLY ONLY TO SERVICES USED

Citizens Bank (Member FDIC) 800 Morgan Falls Road, Atlanta, GA 30350

Sales Order No. [Redacted] Sales Agent No. [Redacted]

BUSINESS INFO

Bank Name: [Redacted]
 Bank Phone: [Redacted] Bank Zip: 74104

Does this location accept Advance Payments? Yes No
 If Yes, please answer the following questions below.

Payment Types:
 Deposit taken Full Payment Membership / Insurance / Subscriptions, etc.

- What is the average percentage of the deposits being paid in advance? _____
- Number of days the deposit is paid to the merchant in advance of the full payment? _____
- Number of days after full payment is made to the merchant until customer takes delivery of goods / services? _____
- Average number of days to complete the service after purchase (e.g. length of membership, insurance policy, subscriptions, etc.)? _____
- What percentage of the annual bank card volume is based on the payment terms above? _____

Warranty
 Monthly volume attributable to warranty \$ _____ Average length of warranty outstanding (# of months) _____ Who reinsures warranty liability? _____

PRINCIPAL INFO

Principal Name: Angie Green
 Business Title: Principal - Sole Proprietor
 Home Address: 1435 E 50TH ST
 City: Tulsa State: OK Zip: 74105 Home Phone: [Redacted]

Previous Address: _____
 (Complete if the Principal has moved within the last two years)
 City: _____ State: _____ Zip: _____

SSN: [Redacted] DOB: [Redacted] Year: _____ Percent Ownership: 100 %
 US Citizen? Yes No If no, provide country of citizenship _____

PRINCIPAL INFO

Principal Name: _____
 Business Title: _____
 Home Address: _____
 City: _____ State: _____ Zip: _____ Home Phone: _____

Previous Address: _____
 (Complete if the Principal has moved within the last two years)
 City: _____ State: _____ Zip: _____

SSN: _____ DOB: _____ Mo. _____ Day _____ Year _____ Percent Ownership _____ %
 US Citizen? Yes No If no, provide country of citizenship _____

PRO SERVICES / ACH SERVICES

Accept All Visa, MasterCard, Discover and JCB Consumer Credit, Commercial and Signature Debit Cards

Please Select Rate Pricing Structure
 3-Tier Pricing
 4-Tier Pricing
 Cost Plus Pricing

Cost Plus Processing Fee
 \$ 10.00 % Per Transaction
 \$ 10.00 Per Transaction
Merchants are responsible for the percentage and/or percentage fee load fees, please read issuer cards included.

3-Tier and 4-Tier Rates and Surcharges

Tier	Discount Rate	Item Fee
Tier 1 Rate	_____ % Per Transaction	_____ Per Transaction
Tier 2 Surcharge	_____ % Per Transaction	_____ Per Transaction
Tier 3 Surcharge	_____ % Per Transaction	_____ Per Transaction
Tier 4 Surcharge	_____ % Per Transaction	_____ Per Transaction

Customer Average Monthly Volume: \$ 30,000
 Customer High Monthly Volume: \$ 50,000
 Customer Average Ticket: \$ 29.00
 Customer High Ticket: \$ 99.00



CUSTOMER PROCESSING AGREEMENT

PROCESSING FEE SCHEDULE

FEES APPLY ONLY TO SERVICES USED

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30350

Sales Order No. _____

22978
Sales Agent No. _____

(Merchant Initials)

Bank Name: _____
 Bank Phone: _____ Bank Zip: 74104

Does this location accept Advance Payments? Yes No
 If Yes, please answer the following questions below.

Payment Types:
 Deposit taken Full Payment Membership / Insurance / Subscriptions, etc.

- What is the average percentage of the deposits being paid in advance? _____
- Number of days the deposit is paid to the merchant in advance of the full payment? _____
- Number of days after full payment is made to the merchant until customer takes delivery of goods / services? _____
- Average number of days to complete the service after purchase (e.g. length of membership, insurance policy, subscriptions, etc.)? _____
- What percentage of the annual bank card volume is based on the payment terms above? _____

Warranties
 Monthly volume attributable to warranties \$ _____ Average length of warranty outstanding (# of months) _____ Who reinsures warranty liability? _____

Principal Name: Angie Number of Principals with 20% or more ownership: 100%
 Business Title: Principal - Sole Proprietor
 Home Address: 1435 E 50TH ST.
 City: Tulsa State: OK Zip: 74105 Home Phone: _____
 Previous Address: _____
 City: _____ State: _____ Zip: _____
 SSN#: _____ DOB: _____ Year _____ Percent Ownership 100 %
 US Citizen? Yes No If no, provide country of citizenship _____

Principal Name: _____
 Business Title: _____
 Home Address: _____
 City: _____ State: _____ Zip: _____ Home Phone: _____
 Previous Address: _____
 City: _____ State: _____ Zip: _____
 SSN#: _____ DOB: _____ Mo. - _____ Day - _____ Year _____ Percent Ownership _____ %
 US Citizen? Yes No If no, provide country of citizenship _____

Cost Plus Processing Fee
 _____ % Per Transaction
 \$ _____ Per Transaction
 Merchants are responsible for the percentage and/or transaction fee listed here plus any card issuer costs involved.

3-Tier and 4-Tier Rates and Surcharges

Tier 1 Rate
 Discount Rate: _____ % Per Transaction
 Item Fee: \$ _____ Per Transaction

Tier 2 Surcharge
 Discount Rate: _____ % Per Transaction
 Item Fee: \$ _____ Per Transaction

Tier 3 Surcharge
 Discount Rate: _____ % Per Transaction
 Item Fee: \$ _____ Per Transaction

Tier 4 Surcharge
 Discount Rate: _____ % Per Transaction
 Item Fee: \$ _____ Per Transaction

Customer Average Monthly Volume: \$ 30,000
 Customer High Monthly Volume: \$ 52,000
 Customer Average Ticket: \$ 28.00
 Customer High Ticket: \$ 99.00
 WP_ALB_0000653

CONFIDENTIAL

CARD SERVICES / ADD SERVICES

BUSINESS SUPPORT

PRINCIPAL INFO

PRINCIPAL INFO



CUSTOMER PROCESSING AGREEMENT
PROCESSING FEE SCHEDULE

Citizens Bank (Member Financial Institution)
 600 Morgan Falls Road, Atlanta, GA 30360

FEES APPLY ONLY TO SERVICES USED

Sales Order No. _____
 Sales Agent No. 22978 (Merchant Initials) _____

Discover Network Accounts

Discover Network Retained Account
 Merchants who are on the "Discover Retained Merchant Accounts" list will continue to settle Discover transactions through Discover. Rates negotiated with Discover will apply on all Discover transactions in place of RBS WorldPay 3-Tier, 4-Tier, or Cost Plus credit transaction pricing structures. The RBS WorldPay Item Fee, as specified in this section, will be added to Discover Retained Merchant Accounts in addition to the negotiated Discover rates and will be charged by RBS WorldPay.
 Existing Discover Merchant #: _____
 RBS WorldPay Item Fee: \$ _____ Per Transaction

American Express

Existing American Express Customer
 Existing Amex Merchant #: _____
 Existing Amex CAP #: _____ (For existing, multi-location customers only)
 American Express Yearly Volume: \$ 60,000
 American Express Average Ticket: \$ 23.00
 Amex Discount Rate: 2.89 % Plus \$ 15 Per Transaction**
 RBS WorldPay Item Fee: \$.10 Per Transaction
 Apply for American Express
 Apply for American Express Reverse PIP

* Merchants processing with American Express will be billed the Amex Discount Rate or the Monthly Flat Fee by American Express directly. The Monthly Flat Fee is \$5.95 prior to 10/01/09, after which time it will increase to \$7.95. The American Express rates and fees are subject to change from time to time by American Express. The RBS WorldPay Item Fee will be charged to the merchant by RBS WorldPay but does not apply to reverse PIP merchants.
 ** 0.30% downgrade will be charged for Retail transactions whenever a CNP or Card Not Present Charge occurs. CNP means a charge for which the Card is not Presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), & used at unintended Establishments (e.g., customer activated terminals, called CATs, or for which the transaction is key-entered). Capitalized terms appearing in this paragraph shall have the meanings ascribed in the American Express Terms and Conditions.

PIN Debit Processing

EBT

Accept Consumer PIN Debit Cards
 Debit Access Fee: \$ _____ Per Month - Per Location
 Debit Item Fee*: \$ _____ Per Transaction
 Denials & Voids Fee*: \$ _____ Per Transaction
 Batch Totals Fee: \$ _____ Per Transaction
 RevolutionCard Fee: .50 % (basis points) Per Transaction
 Cash Back Yes No
 *Plus fees from individual card companies and/or debit networks.

Accept EBT
 EBT Access Fee: \$ _____ Per Month - Per Location
 EBT Item Fee: \$ _____ Per Transaction
 Denials & Voids Fee: \$ _____ Per Transaction
 Batch Totals Fee: \$ _____ Per Transaction
 FNS Number: _____ (Food Stamps Merchants Only)
Retailer will issue benefits in the form of:
 Food Stamp and Cash Benefits
 Food Stamp Benefits Only
 Cash Benefits Only

Accept Direct Debit ACH Service
 Deposit and Re-Deposit Item Fee: _____ % (basis points) Per Transaction

Administrative:
10.00 Per Month - Per Location
 Minimum Processing:
25.00 Per Month - Per Location
 Chargeback Handling: 25.00 Per Chargeback

ACH, Reject, NSF or Returned Check:
25.00 Per Occurrence
 Voice Authorization: \$ 1.00 Per Call
 Voice Authorization Referral: \$ 1.00 Per Call

Voice AVS Request: \$ 1.00 Per Call
 Batch Header: \$ 1.00 Per Occurrence
 Other Fee: \$ _____

* The Early Termination Fee set forth in Section 10.3 of the Terms and Conditions applies unless a different amount is specified in the Other Fee section above.

Wright Express (WEX)

Fuelman (FleetCor)

Fleet One

Voyager

Apply for Wright Express (WEX)**
 RBS WorldPay Item Fee: \$ _____ Per Transaction

Apply for Fuelman (FleetCor)**
 Current Fuelman (FleetCor) Customer
 RBS WorldPay Item Fee: \$ _____ Per Transaction

Apply for Fleet One**
 Current Fleet One Customer
 RBS WorldPay Item Fee: \$ _____ Per Transaction

Apply for Voyager
 Current Voyager Customer
 Voyager Discount Rate: _____ % Per Transaction
 RBS WorldPay Item Fee: \$ _____ Per Transaction

** Wright Express, Fuelman (FleetCor), and Fleet One applications require an additional form that is separate from the RBS WorldPay Customer Processing Agreement. Approximate set-up time for Wright Express, Fuelman (FleetCor), and Fleet One applications is 7-10 business days.

Gift Cards

Loyalty Cards

Accept Gift Cards*
 Gift Card Item Fee: \$ _____ Per Transaction
 Order Processing Fee**: \$ 25.00
 Gift Card Dormancy Fee: \$ _____
 Per Service Fee Assessed Per Card
 Gift Card Activation/Reload Fee: _____ %
 of Activation/Reload Amount

Accept Loyalty Cards*
 Item Fee: \$ _____ Per Transaction
 Program Fee: \$ _____ Per Month - Per Location

* Merchants ordering Gift Cards or Loyalty Cards will need to complete and submit the Card Order Form.

CONFIDENTIAL

WP_ALB_0000654



CUSTOMER PROCESSING AGREEMENT

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30360

PROCESSING FEE SCHEDULE

FEES APPLY ONLY TO SERVICES USED

22978
Sales Agent No.

Sales Order No. _____
(Merchant Initials) **AB**

Selected Software	Software Fees
Datacap Service Fee: \$ _____ Per Month - Per Terminal Datacap Item Fee: \$ _____ Per Transaction Micros Surcharge Fee: \$ _____ Per Transaction	Virtual Terminal Service Fee: \$ _____ Per Month - Per Terminal Debit/Credit Origination Fee: \$ _____ Per Transaction Recurring Payments Service Fee: \$ _____ Per Month - Per Terminal Direct Draft ACH Reject: \$ _____ Per Occurrence Prenote: \$ _____ Per Occurrence

Wireless Services

Accept Transactions via Wireless Wireless Services: \$ _____ Per Month - Per Terminal

Check Services

Apply For CrossCheck Services* Current Check Processing Company: _____

Currently Accepts Check Services Existing Check Processing Merchant #: _____

*Merchants applying for CrossCheck Services must complete a separate CrossCheck Services Agreement.

Equipment Replacement And Supplies	RFID	ARU
<input type="checkbox"/> Accept Please Select Service Level: <input type="checkbox"/> Decline <input type="radio"/> Terminal & Supplies: \$ _____ Per Month - Per Terminal <input type="radio"/> Supplies Only: \$ _____ Per Month - Per Terminal <input type="radio"/> Terminal Only: \$ _____ Per Month - Per Terminal	<input type="checkbox"/> Accept Transactions via RFID Please Select RFID Equipment Type <input type="radio"/> Stand Alone <input type="radio"/> Terminal Mount <input type="radio"/> Wall/Glass Mount	<input type="checkbox"/> Accept Transactions via ARU Only Merchants processing via ARU are not subject to the Voice Authorization, Voice Authorization Referral, or Voice AVS Request Fees listed in the Misc. Fees section of this document.

Terminal Printer PIN Pad Check Reader Card Reader Other	New Used Existing Rental Exchange	Description	Serial Number	Qty	Monthly Rental Price Per Unit (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____
<input type="checkbox"/>	<input type="checkbox"/>				\$ _____

Note: Rental equipment requires execution of a separate agreement.

Store Return Policy on Terminal Receipt:
 All Sales Final No Refunds Store Credit Only

Store Name: _____
(As it is to appear on receipt header and imprinter plates)

Auto-Close: Yes No
 Auto-Close Time: [] : [] AM PM
 Time Zone: EST MTN CNT PAC Hawaii
 CVV: Yes No
 AVS: Yes No
 Tips: Yes No
 Prompt for Server/Cashier #: Yes No

POS / VAR Application Name: **ALOHA** Version No. **6.1**

This information is required for industry compliance purposes.
 Customer acknowledges that payment applications must comply with the standards, guidelines, practices or procedures required or recommended by the Payment Card Industry Security Standards Council, including, without limitation, the Payment Application Data Security Standards. Customer shall notify RBS WorldPay and RBS Citizens prior to changing its payment applications software (including any changes in versions of such software.)

Customer further agrees to provide the new payment application name and version number prior to submitting any transactions to RBS WorldPay utilizing the new payment application (including new versions).



CUSTOMER PROCESSING AGREEMENT

PROCESSING FEE SCHEDULE

FEES APPLY ONLY TO SERVICES USED

Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30350

Sales Order No. _____
Sales Agent No. 22978
Merchant Initials: [Signature]

Shopping Carts	Internet Gateways
<input type="checkbox"/> Accept Transactions via Internet Shopping Cart Please Select Shopping Cart Type <input type="radio"/> Process via Cart32 <input type="radio"/> Process via MIVA Shopping Cart Maintenance Fee: \$ _____ Per Month - Per Terminal <input type="radio"/> Process via ShopSite \$ _____ Per Month - Per Terminal	<input type="checkbox"/> Accept Transactions via Internet Gateway Please Select Internet Gateway <input type="radio"/> Authorize.Net <input type="radio"/> TSYS <input type="radio"/> Other (Please Specify): _____ Gateway Setup Fee: \$ _____ TSYS Surcharge Fee: \$ _____ Per Transaction Item Fee: \$ _____ Per Transaction

Internet Business Information

Average Days to Fill a Order: _____ Percent of Orders Filled Internally: _____ % Average Days to Ship an Order: _____

Name of Fulfillment House: _____

Website Address: _____

Transaction Service Provider Information: _____

Refund Policy

Site Credit Only

No Refunds

Card Credit

Site Is SSL Secured: Yes No

Installation

If N (New) is selected above, bill shipping to: Customer Sales

Installation: By Processor By Sales By Reseller

Shipping Method: Overnight 2nd Day Ground

Installer Name: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____ Notes: _____

Ship To: _____

Address: _____

Contact Name: _____

Contact Phone Number: _____

Check here if same as Legal or DBA address

MERCHANT ACCEPTANCE AND GUARANTY

The Customer hereby agrees to RBS WorldPay's standard Terms and Conditions for Customer Processing Agreements. These Terms and Conditions either appear on the reverse side of this form or are attached hereto. By signing below, I represent that (i) I have received and reviewed a copy of the Terms and Conditions and (ii) the information I have provided on the Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate. Customer acknowledges that no oral or written modifications to the Terms and Conditions have been made or promised to the customer.

USA PATRIOT Act - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

A consumer report of each of the officers, partners or owners of Customer may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

By signing below, I represent that I have read and am authorized to sign and submit the application which I am delivering at this time to RBS WorldPay, Inc on behalf of the entity below and all information I have provided in the application is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in the application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through RBS WorldPay, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated below to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

AS YOUR PAYMENTS PROVIDER, WE THANK YOU FOR YOUR BUSINESS.

[Signature] (Authorized Signature) Angel Green (Print Name) Owner / Managing member (Title) 6/15/10 (Date)

[Signature] (Authorized Signature) ARON POST (Print Name) GM (Title) 6/15/10 (Date)

The undersigned further hereby unconditionally guarantees to RBS Citizens, N.A. and RBS WorldPay, Inc. the full payment of all obligations arising out of or in furtherance of the Agreement and to pay Bank or RBS WorldPay all expenses incurred in collecting such obligation.

[Signature] (Signature) 6/15/10 (Date) _____ (Signature) _____ (Date)

The undersigned sales representative attests that a site inspection of the above named Customer's premises was conducted and that the Customer has the proper facilities, equipment, inventory and licenses required to conduct the business.

[Signature] (Authorized Account Executive Signature) JOSEF PETERSON (Print Name) 6/15/10 (Date)

EXHIBIT

C

MERCHANT SERVICES Citizens Bank

Citizens Bank N.A., One Citizens Plaza,
Providence, Rhode Island 02903
877.550.5933

Customer Processing Agreement

Form Type	Customer Processing Agreement <input type="checkbox"/>	Add Loc <input type="checkbox"/>	Add Equip <input type="checkbox"/>
Disregard Sections	N/A	4,8	2-4, 6-8, 14

Sales Order No. _____

Medical Legal Consultants
OF Greater Atlanta LLC

Contact Name David A. Wright

Legal Business Address 113 Ashbury Drive
City Villa Rica **State** GA **ZIP** 30180

Store Name (DBA) _____ **Legal Phone Number** _____

Store/DBA Address (if different from Legal) _____ **City** _____ **State** _____ **ZIP** _____

Store/DBA Phone Number _____

Fax Number _____ **Email** _____ **Number of Locations** _____

Federal Tax ID _____ **Check if:** EIN SSN

PLEASE NOTE: Statements are available electronically on Worldpay's Merchant Portal. If you would like to receive paper statements log into the Merchant Portal (<https://portal.worldpay.us>).

1. Legal/DBA Info

OWNERSHIP TYPE Sole Proprietor Partnership Non-Public Corporation Non-Profit LLC Government Entity Public Corporation **Business Open Date** _____

Avg. Monthly Volume \$ _____ **High Monthly Volume** \$ _____ **Average Ticket** \$ _____ **High Ticket** \$ _____ **Describe Business Products or Services in Detail** _____ **SIC/MCC Code** _____

SWIPED/NON-SWIPED PERCENTAGES

Currently Processing Credit Cards

TRANSACTION CONDUCTED AT

Face-to-Face (Swiped) _____ % MO/TO (Non-Swiped) _____ % Internet (Non-Swiped) _____ % Website Address _____ %

Does Customer Accept Advance Payments? Yes No If yes, please answer all questions

PAYMENT TYPES Deposit Taken Full Payment Membership/Insurance/Subscriptions, etc.

Average % of deposits paid in advance _____ % **# of days deposit is paid by cardholder in advance of full payment** _____ **Average days to complete service after purchase** _____ **% of annual bank card volume based on Advance Payment terms** _____ %

SEASONAL MERCHANT **Months Open** _____ **Months Closed** _____ EBT Food Stamp Benefits Cash Benefits Food Stamp and Cash Benefits **FNS Number** _____

THIRD PARTY INFORMATION

Does Merchant use third party to store, process or transmit cardholder data? Yes No **Third Party Name** _____

MAIL, TELEPHONE OR INTERNET SERVICES

Who performs product/service fulfillment? Merchant Vendor/Fulfillment House* **Vendor/ Fulfillment House Name** _____

*A fulfillment house is a company which specializes in product fulfillment services, on behalf of the product owner.

2. Business Info

3. Visa Disclosure

Visa Member Bank Information: Citizens Bank, N.A. 1 Citizens Plaza, Providence, Rhode Island, 20903 (877) 550-5933

Important Bank responsibilities:

1. A Visa member is the only entity approved to extend acceptance of Visa products directly to a merchant.
2. A Visa member must be a principal to the Customer Processing Agreement.
3. The Visa member is responsible for and must provide settlement funds to the merchant.
4. The Visa member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa member is responsible for education of merchants on pertinent Visa International Operating Regulations with which merchants must comply.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Customer Processing Agreement.
4. Comply with Visa International Operating Regulations.

a. You may download "Visa Regulations" from Visa's website at: <http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp>

The responsibilities listed above do not supersede terms of the Customer Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member, Citizens Bank, N.A., is the ultimate authority should the merchant have any problems.

Authorized Principal Signature

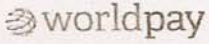
Print Name David A. Wright **Title** CEO/President **Date** 8/24

4. Principal Info 1

Principal info must be obtained for principals which, in the aggregate, hold at least 51% ownership. First principal listed must also sign as first principal in Customer Acceptance and Guaranty section.

Full Name (Full legal name required) David Anthony Wright **DOB (MM/DD/YY)** _____ **Percent Owned** 100% **Drivers License #/State** _____ **Social Security Number/ ITIN** _____

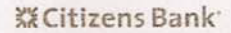
Home Address 113 Ashbury Drive **City** Villa Rica **State** GA **ZIP** 30180 **Home/ Mobile Phone** _____



Worldpay US, Inc.
600 Morgan Falls Road, Atlanta, GA 30350

LDW
Customer Initials

Sales Order No.



Citizens Bank N.A., One Citizens Plaza,
Providence, Rhode Island 02903
877.550.5933

4. Principal Info 2

* David A. Wright * [Redacted] * 100 * [Redacted] * [Redacted]
 Full Name (Full legal name required) DOB (MM/DD/YY) Percent Owned Drivers License #/State Social Security Number/ITIN

* 113 Ashbury Drive * Villa Rica * GA * 30180 * [Redacted]
 Home Address City State ZIP Home/Mobile Phone

5. Bank info

* David A. Wright * [Redacted] * [Redacted]
 Name on Account Bank Name Bank Phone

* Douglasville * GA * [Redacted] * [Redacted]
 Bank City State Bank Routing/Transit Account Number

6. Processing Rates/Fees

AMERICAN EXPRESS® If you are eligible for Worldpay's direct settlement program for American Express (Worldpay settles your Amex transactions), the fees in this section (determined by industry) are charged by Worldpay, in addition to the fees within the Per Transaction Fees table below. Merchants who accept American Express must follow American Express Merchant Regulations. Please read these regulations at www.worldpay.us/AmericanExpress/MerchantRequirements. Opt out of Amex Marketing Communications*

Industry	Discount**	Prepaid Discount**
B2B	2.87% plus \$0.15 transaction fee	1.93% plus \$0.15 transaction fee
Fast Food Restaurant	3.48%	1.93% plus \$0.05 transaction fee
Independent Gas Stations	3.23%	1.28% plus \$0.12 transaction fee
Lodging	3.48%	1.93% plus \$0.05 transaction fee
Mail Order & Internet	3.48%	2.23% plus \$0.20 transaction fee
Office-based Healthcare	2.53%***	1.93% plus \$0.30 transaction fee
Other Transportation	3.48%	1.93% plus \$0.20 transaction fee
Restaurant	3.48% plus \$0.05 transaction fee	1.93% plus \$0.05 transaction fee
Retail	2.87% plus \$0.10 transaction fee	1.93% plus \$0.20 transaction fee
Services, Wholesale & All Other	2.87% plus \$0.15 transaction fee	1.93% plus \$0.15 transaction fee
Supermarkets	2.28%	0.43% plus \$0.20 transaction fee
Telecommunications	3.48%	1.93% plus \$0.30 transaction fee
Telecommunications - Cable/Computer Network	3.88%	1.93% plus \$0.20 transaction fee
Travel Agencies/Tour Operators	2.87% plus \$0.15 transaction fee	1.93%

* If you opt out of Amex marketing communications you may still receive messages regarding services and programs designed to enhance the value of the Amex network.
 **30 additional basis points (.30%) will be charged for digital wallet transactions. 30 additional basis points (.30%) will be charged for card not present transaction. 40 additional basis points (.40%) will be charged for a transaction initiated with an Amex Transaction Card issued outside of the U.S.
 ***Only for MCC 8011, 8021; for all other Healthcare see Services, Wholesale & All Other

7. Amex

If you are not eligible for Worldpay's direct settlement program for American Express, you must enter into a card acceptance agreement directly with American Express and Amex will settle your Amex transactions and separately charge applicable fees as set forth in the card acceptance agreement. Applicable Worldpay fees for Amex transaction are within the Per Transaction Fees table below.

American Express Est. Yearly Volume \$ _____ American Express Est. Average Ticket \$ _____
 Currently accepts Amex Existing American Express Merchant # _____ CAP # _____

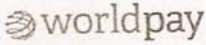
8. Rates/Fees

TIERED PRICING Visa®, MasterCard®, Discover® & PayPal™					COST PLUS PRICING All standard Payment Network fees and charges will be added to fees below.	
Discount		Surcharges			VISA, MASTERCARD, DISCOVER & PAYPAL	
1-TIER	2-TIER	3-TIER	4-TIER	% Rate	%	PIN DEBIT/EBT
% Rate	%	%	%	%	%	% Rate
*Per Item Fee \$	\$	\$	\$	*Per Item Fee \$0.10		*Per Item Fee \$
				Dial Incremental Per Item \$0.02		Dial Per Item \$

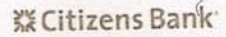
*Per item fees apply to all transactions including sales, returns, denials, etc.

9. Recurring Rates/Fees

MONTHLY RECURRING FEES Per location*	MONTHLY RECURRING FEES Per terminal	PER OCCURRENCE FEES	PER TRANSACTION FEES
<input type="checkbox"/> PCI Program \$	<input type="checkbox"/> Terminal Replacement & Supplies \$	**Voice Authorization \$0.95	American Express \$
<input type="checkbox"/> Security Encryption Program \$	<input type="checkbox"/> Supplies Service Only \$	**Voice Authorization Referral \$3.00	Debit/Credit ACH \$0.50
Administrative \$	<input type="checkbox"/> Terminal Replacement Only \$	**Voice AVS Request \$2.00	Merchant Link Access \$0.04
Minimum Processing \$	<input type="checkbox"/> Shopping Cart Maintenance \$9.95	ACH Reject, NSF, Returned Check \$25.00	TSYS Access \$0.04
PIN Debit Access \$	<input type="checkbox"/> Virtual Terminal \$	Chargeback Handling \$20.00	
<input checked="" type="checkbox"/> Opt-out VT Payments \$4.95	<input type="checkbox"/> Recurring Payments Service \$	Credit Batch Header \$	
		Debit Batch Header \$	
QUARTERLY RECURRING FEES Per location	PER AUTHORIZATION FEES	Direct Draft ACH Reject \$7.50	MONTHLY MOBILE FEES
<input type="checkbox"/> PCI Program \$	Visa, MasterCard, Discover and PayPal \$	ACH Prenote \$0.10	PAYware Mobile*** \$14.95
*FAMT Fees charged by the Payment Networks will be passed through to Customer.	**Not applicable to ARU transactions		***Per location



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600 Morgan Falls Road, Atlanta, GA 30350



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14. Site Info

By signing below, the undersigned sales representative attests that a site inspection of the above named applicant's premises was conducted and that the applicant has the proper facilities, equipment, inventory and licenses required to conduct the business.

Worldpay Authorized Sales Representative Verification Signature _____ Print Name _____ Date _____

Ship Welcome Kit

15. Notes

Term of Agreement

*Three Years
*Subject to automatic renewal per Terms and Conditions.

In addition to the CPA terms, I have received and agreed to the following additional addenda

DataCap _____
 Other _____ List other _____

Customer Acceptance and Guaranty

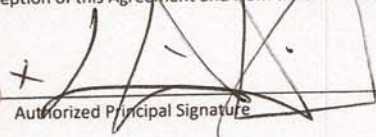
Applicable to a Customer Processing Agreement
BY SIGNING BELOW, I (1) AGREE TO THE TERMS AND CONDITIONS OF CUSTOMER PROCESSING AGREEMENT (THE "CPA TERMS"), AND ALL ADDENDA ATTACHED TO THE CPA TERMS, INCLUDING WITHOUT LIMITATION ALL AMERICAN EXPRESS MERCHANT REQUIREMENTS (www.worldpay.us/AmericanExpress/MerchantRequirements) AND (2) ACKNOWLEDGE THAT WORLDPAY'S SALES REPRESENTATIVE HAS DELIVERED A COPY OF THE CPA TERMS TO ME. I represent that the information provided by me on this Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate. I further acknowledge that no oral or written modifications of the CPA Terms have been made or promised. I confirm that the Federal Tax Identification Number (EIN or SSN) and Tax Filing Name I have provided are true and accurate. Worldpay US, Inc. ("Worldpay") reserves the right to validate this information with the IRS on occasion as warranted.

Applicable to an Add Location or Add Equipment Agreement
By signing below, (1) I acknowledge that I previously entered into a Customer Processing Agreement with Worldpay US, Inc. and Citizens Bank, N.A., (2) I agree that this Add Location or Add Equipment Agreement, as applicable, shall be deemed to be incorporated into my existing Customer Processing Agreement, (3) I agree that the terms and conditions of my existing Customer Processing Agreement shall apply to this Add Location or Add Equipment Agreement, as applicable, provided to the extent that the pricing set forth on this Add Location or Add Equipment Agreement is different than the pricing set forth on my Customer Processing Agreement, the pricing set forth on this Add Location or Add Equipment Agreement shall apply with respect to the location or equipment that is the subject matter hereof, and (4) I represent that the information provided by me on this Add Location or Add Equipment form is complete and accurate.

Applicable to Customer Processing Agreement, Add Location, and Add Equipment Agreement
USA PATRIOT ACT - Federal laws and regulations require us (Worldpay) to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

FEDERAL AUTOMATED CLEARING HOUSE (ACH) - The undersigned hereby authorizes Worldpay to electronically debit and credit via the Automated Clearing House amounts due to or from Worldpay under the Customer Processing Agreement, including the CPA Terms and all Addenda, and including installment payments, to or from any of the bank accounts identified on page 2. With respect to equipment, the undersigned hereby authorizes Worldpay to have the fees described herein debited from the bank account listed for settlement on page 2.

FCRA NOTICE - A consumer report of each of the officers, partners, or owners of applicant may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

1  _____ Print Name David A. Wright Title CEO/President Date 8/24

2 _____ Print Name _____ Title _____ Date _____

The undersigned further hereby unconditionally guarantees to Citizens Bank, N.A. and Worldpay US, Inc. the full payment of all obligations arising out of or in furtherance of the Agreement and to pay Citizens Bank, N.A. or Worldpay US, Inc. all expenses incurred in collecting such obligation.

1 _____ Date _____ 2 _____ Date _____

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EXHIBIT

D

Customer Processing Agreement

This Customer Processing Agreement (the "Agreement") made by and among RBS Citizens, N.A., a federally chartered financial institution having its principal office at 1 Citizens Plaza, Providence, RI 02903 ("Bank") and RBS LYNK Incorporated with offices at 600 Morgan Falls Road, Atlanta, Georgia 30350 ("RBS LYNK") and Customer.

RECITALS

WHEREAS, Bank is a member in good standing of Visa USA, Inc. ("Visa®") and MasterCard® International, Inc. ("MasterCard") (collectively, "Visa/MasterCard") and in connection therewith provides sponsorship and settlement services to businesses accepting credit cards and debit cards under the Visa/MasterCard programs; WHEREAS, Bank is a sponsoring member of certain other debit card associations or networks and in connection therewith provides sponsorship and settlement services to businesses accepting debit cards; WHEREAS, RBS LYNK is designated as a transaction processor and provides certain processing services in connection with the acceptance of the transaction cards of Visa/MasterCard, the transaction cards of Discover® Financial Services, LLC ("Discover"), and the transaction cards of certain others in accordance with this Agreement; WHEREAS, Customer sells goods and services to consumers or businesses and desires to accept transaction cards as a form of payment for such goods and services; and WHEREAS, Customer desires to contract with Bank and RBS LYNK to process and settle Visa/MasterCard/Discover transactions and process and/or settle other credit card and debit card ("Non Visa/MasterCard/Discover Card") transactions; NOW, THEREFORE, in consideration of the above Recitals and the promises and payments as set forth herein, and subject to the Terms and Conditions hereof and the attachments hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Bank, RBS LYNK and Customer agree as follows:

TERMS AND CONDITIONS

SECTION 1. DEFINITIONS.

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Authorized Card Transaction" shall mean a sales transaction involving a Transaction Card, provided the transaction has been authorized by the Transaction Card issuer, as contemplated by this Agreement.

"Card Association" shall mean Visa, MasterCard, Discover, and any credit or debit card association or network issuing Transaction Cards.

"Deposit/Chargeback Account" shall mean a U.S. banking account established and owned by Customer to be utilized by Bank in settling transactions involving Transaction Cards as contemplated by this Agreement. The Deposit/Chargeback Account shall be maintained by Customer in accordance with Section 4.4.

"Processing Charges" shall mean the interchange, assessment and all other fees charged by the Card Associations and the processing and other fees charged by RBS LYNK and Bank to Customer as set forth on the accompanying Fee Schedule, as amended from time to time pursuant to Section 5.4.

"Reserve Fund" shall mean a non-segregated and non-interest bearing account established by the Bank or RBS LYNK to ensure payment of Chargebacks, fines and penalties assessed by the Card Associations, Processing Charges, and other amounts due from Customer to RBS LYNK or Bank under this Agreement.

"Rules" shall mean the operating rules and regulations of Bank, RBS LYNK, Visa, MasterCard, Discover and any other applicable Card Association, as in effect from time to time.

"Transaction Card" or "Transaction Cards" shall mean a Visa/MasterCard/Discover credit or debit card, travel and entertainment card, or other credit or debit card shown as a qualified card on lists furnished to Customer by Bank or RBS LYNK from time to time.

SECTION 2. RULES AND REGULATIONS.

Customer agrees to abide by the Rules of the Card Associations. Without limiting the foregoing, Customer agrees to comply with such Rules or with such more stringent standards as set forth herein, as to authorizations, "floor limits," preparation of sales slips, signature verifications, refunds and charge backs; provided, however, Customer acknowledges that Customer has a zero "floor limit" and that all charges must be authorized, unless Customer is approved by RBS LYNK and Bank for non-authorized transaction payment schedule. Customer further agrees to comply with all federal and state laws, rules and regulations. Customer shall not require cardholders to provide personal information such as home or business telephone number, home or business address, or any form of identification (such as a driver's license) as a condition for accepting a Transaction Card, unless required by the Rules. In the event Customer fails to comply with this Section 2, Customer will be liable for all fees and fines imposed by the Card Associations and will indemnify and hold harmless Bank and RBS LYNK from and against any and all damages suffered by Bank and RBS LYNK as a result of such failure.

SECTION 3. SERVICES.

3.1 Services Provided by RBS LYNK. RBS LYNK agrees to provide authorization, electronic draft capture, submission of drafts to Card Associations, merchant accounting, and additional related services for Transaction Card sales originated by Customer as set forth in this Agreement.

3.2 Services Provided by Bank. Bank shall settle all Visa/MasterCard/Discover (and certain other credit and debit cards) transactions processed by RBS LYNK hereunder in accordance with this Agreement and the Rules.

SECTION 4. PROCESSING AND PAYMENTS.

4.1 Submission of Transactions. Customer will transmit to RBS LYNK information representing Customer sales to be authorized and settled (paid) by Transaction Cards using RBS LYNK's electronic draft capture and authorization service. Customer shall transmit transactions to RBS LYNK at the time of each sale or as soon thereafter as practicable. It is understood that the time of receipt by RBS LYNK will affect the timing of settlement and payment to Customer. If Customer fails to submit transactions on a timely basis as provided herein and as provided in the Rules, transactions may be subject to increased interchange fees, and Customer agrees to pay such fees.

4.2 Payment of Visa/MasterCard/Discover. Customer hereby designates Bank and RBS LYNK as its agent to receive all payments pertaining to Customer's Visa/MasterCard/Discover drafts. All payments required to be made to Customer under this Agreement for Visa/MasterCard/Discover will be made by Bank to Customer's Deposit/Chargeback Account, via electronic funds transfer through the Automated Clearing House ("ACH") or by federal wire transfer as soon as practicable after Bank's receipt of such funds from the Transaction Card issuer.

4.3 Payment of Non Visa/MasterCard/Discover Cards. Customer hereby designates Bank and RBS LYNK as its agent to receive all payments pertaining to Customer's Non Visa/MasterCard/Discover Card drafts except when RBS LYNK's role is to provide authorization only services. All payments required to be made to Customer under this Agreement for Non Visa/MasterCard/Discover Cards will be made by RBS LYNK to Customer's Deposit/Chargeback Account via electronic funds transfer through ACH or federal wire transfer as soon as practicable after Bank and RBS LYNK's receipt of such funds from the relevant Transaction Card issuer.

4.4 Customer Deposit/Chargeback Account. Customer hereby certifies that the Deposit/Chargeback Account number provided by Customer to RBS LYNK is correct and warrants that this account number may be relied upon for ACH debit and/or credit transactions as they occur in relation to this Agreement and are presented to Customer's bank. Customer agrees not to close or restrict Bank and RBS LYNK's access to the Deposit/Chargeback Account.

4.5 Customer Transactions. Customer may not present for processing, directly or indirectly, any transaction which was not originated as a result of an act between the cardholder and Customer or which is not an Authorized Card Transaction. If authorization for a transaction is denied, Customer shall not complete the transaction. Customer may contact the authorization center by magnetic stripe reading terminal, telephone or any other means acceptable to Bank and RBS LYNK. With respect to telephone and mail order transactions, Customer shall obtain the expiration date of the Transaction Card as part of the authorization inquiry and utilize address verification where possible.

4.6 Telephone, Internet and Mail Orders. If Customer is authorized by RBS LYNK and Bank to accept telephone, Internet or mail orders, authorization for each such transaction, regardless of the face amount, must be obtained. Customer assumes all responsibility for identification of the cardholder and the validity of the Transaction Card information for telephone, Internet and mail orders. For telephone and mail order card transactions where merchandise is to be shipped or delivered to the cardholder, the shipping date shall not be more than five calendar days after the authorization is obtained, and any shipping costs not included in the authorization amount must not exceed 15% of the amount authorized. An installment payment option may be offered for telephone, Internet or mail order merchandise if all items are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly. Under no circumstances may Customer require that a cardholder complete a postcard or other document, which displays the cardholder's, account data in plain view when mailed. Calculation, collection and remittance of sales tax are the sole responsibility of the Customer.

4.7 Payment Card Industry Data Security. Customer acknowledges that it is bound to abide by the Payment Card Industry Data Security Standards ("PCI") guidelines enacted by the applicable Card Associations, as amended from time to time. Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that its point of sale equipment and applicable software comply with PCI guidelines. Currently, the PCI guidelines are based on a list of twelve basic security requirements with which all payment system constituents need to comply. The requirements are:

- (1) Install and maintain a firewall configuration to protect cardholder data;
- (2) Do not use vendor-supplied defaults for system passwords and other security parameters;
- (3) Protect stored cardholder data;
- (4) Encrypt transmission of cardholder data across open, public networks;
- (5) Use and regularly update anti-virus software;
- (6) Develop and maintain secure systems and applications;
- (7) Restrict access to cardholder data by business need-to-know;
- (8) Assign a unique ID to each person with computer access;
- (9) Restrict physical access to cardholder data;
- (10) Track and monitor all access to network resources and cardholder data;
- (11) Regularly test security systems and processes; and
- (12) Maintain a policy that addresses information security.

Customer must also notify RBS LYNK of all third parties who have access to cardholder data on behalf of Customer (i.e., store, process or otherwise transmit cardholder data). If Customer knows or suspects a security breach, RBS LYNK must be notified immediately. Customer shall then go through its program to identify and remediate the source of the suspected compromise. Customer acknowledges that if a Card Association determines that Customer was responsible for a disclosure of cardholder transaction information, RBS LYNK, Bank, and Customer may be subject to fines and penalties imposed by the Card Association. Further, if the Customer is responsible for a disclosure of cardholder transaction information, RBS LYNK, Bank, and Customer may be subject to potential third party claims. Customer hereby

agrees to indemnify and hold RBS LYNK and Bank harmless from and against any and all claims, demands, damages, fines, and/or penalties imposed upon Bank and RBS LYNK as a result of Customer's non-compliance with the PCI guidelines, Customer's failure to maintain equipment and software that complies with PCI guidelines, or any other data compromise for which a Card Association or a court with competent jurisdiction determines that Customer is responsible.

Customer's obligations under this Section 4.7 shall survive termination of this Agreement. Specifically, Customer acknowledges its responsibilities to comply with all PCI guidelines after termination of this Agreement up to and through either (i) the destruction of all cardholder data obtained hereunder, or (ii) the complete transfer of all cardholder data obtained hereunder to RBS LYNK, Bank or their post termination designee. Customer shall immediately notify RBS LYNK and Bank in the event it changes its payment application software (including any change in versions of such software).

4.8 Customer Web Site Requirements. If Customer is authorized by RBS LYNK and Bank to accept Internet orders over an Internet web site, Customer is required to specifically comply with all Rules with respect to the sequence of web pages that the cardholder accesses during the checkout process.

4.9 Retention of Documents. Bank and RBS LYNK may examine and verify at reasonable times all records of Customer pertaining to card transactions processed by RBS LYNK hereunder, and Customer agrees to preserve such records, including sales drafts, credit drafts and all other written evidence of such transactions, for a period of at least two years from the date of the draft.

SECTION 5. PRICING.

5.1 Pricing. As consideration for the services set forth in Section 3 hereof, Customer shall pay Bank, or RBS LYNK on behalf of Bank, Processing Charges in the manner and pursuant to the accompanying Fee Schedule.

5.2 Deduction of Processing Charges. The Processing Charges will be deducted by Bank, or RBS LYNK on behalf of Bank, from the Customer's Deposit/Chargeback Account. Customer hereby authorizes Bank or RBS LYNK to debit the Processing Charges by ACH from Customer's Deposit/Chargeback Account. Bank or RBS LYNK with Bank's approval from time to time may amend the Fee Schedule. The prices set forth in an amended Fee Schedule shall be effective on the date specified in the notice thereof, which date shall not be fewer than 15 days after the date of the notice. Each such revised or supplemental Fee Schedule shall thereafter be deemed a material part of this Agreement.

5.3 Discount Rates. Tiered discount rates (as determined by Bank and RBS LYNK from time to time) shall be applied to card transactions in consideration of Visa/MasterCard/Discover interchange rates and shall apply to each Visa/MasterCard/Discover transaction processed hereunder. Tiered discount rate transaction group designations include, but are not limited to, factors such as: voice authorization instead of electronic authorization; Transaction Card is keyed instead of swiped; there is more than one authorization per transaction; transmit/settle for processing greater than 24 hours from the authorized time but less than 48 hours from authorization time; transactions not settled within 48 hours of authorization; and Visa/MasterCard/Discover Business Card transactions. Decisions as to which tier a particular transaction type is to be placed is subject to change.

5.4 Estimated Averages. The Processing Charges set forth in the accompanying Fee Schedule, application for processing, or any additional pricing supplement are based upon assumptions associated with the anticipated annual volume, average transaction size (as shown on the application) and Customer's method of doing business. If the actual volume or average transaction size is materially different, or if Customer significantly alters its method of doing business (i.e., the nature and type of business conducted by Customer), RBS LYNK or Bank may adjust Customer's Processing Charges without prior notice. Any such adjustments would be in addition to, and not in lieu of, any other remedies available to RBS LYNK or Bank hereunder.

5.5 Additional Expenses. The Processing Charges set forth in the accompanying Fee Schedule may be adjusted to reflect increases, decreases, or new interchange, assessments, or other fees by the Card Associations, or to pass through increases charged by third parties for online communications and similar items. The criteria used to assess transaction level qualification are subject to change based on amendments to Card Association interchange qualification criteria and/or pricing. All such adjustments shall be Customer's responsibility to pay and shall become effective the day such increases or decreases are assessed to Bank or RBS LYNK.

5.6 Payment for Equipment. All telephone equipment and line charges, POS terminal equipment, installation, maintenance, charges, utility costs, and related communication charges shall be paid by Customer. The Customer hereby authorizes Bank or RBS LYNK to debit the fees from Customer's Deposit/Chargeback Account for any outstanding balances owed RBS LYNK or Bank for such costs.

5.7 Equipment/Software Usage. Customer shall be responsible for any claims, demands or increased fees (including interchange downgrade expenses) that result from Customer's (a) use of Value Added Reseller (VAR) or POS Software Provider Point of Sale systems that do not use the RBS LYNK authorization network; (b) failure to maintain the most current version of RBS LYNK certified software; or (c) misuse of RBS LYNK certified software.

5.8 Changes in Rules. If there is a change in the Rules or a change in the regulations of a pertinent governmental agency, which change would make a provision of this Agreement in conflict with such Rule or regulation, Bank or RBS LYNK may unilaterally amend this Agreement, upon written notice to Customer and the other party, to conform and/or be compatible with such changed Rules or regulations.

SECTION 6. CHARGEBACKS.

6.1 Retrieval Requests. Bank or RBS LYNK will provide Customer with the following information on a retrieval request (i.e., a request for an original or copy of the draft) by a Card Association: (a) Customer Sequence Number; (b) Cardholder Account Number; (c) Dollar Amount; (d) Date of Transaction; and (e) Customer Number. Customer will be responsible for retrieval fulfillment for originals or copies of sales drafts and credit slips in accordance with the Rules. Customer is obligated to respond in writing to retrieval requests from Bank within ten business days.

6.2 Chargebacks. Customer agrees to pay Bank (as set forth in Section 6.5 below) the face amount of any card transaction processed by RBS LYNK pursuant to this Agreement whenever any card transaction is reversed in accordance with the Rules or any state or federal consumer protection statute, including by way of example but not limited to, the following (a "Chargeback"):

- (a) Goods are returned, whether or not a credit voucher is delivered to Bank;
- (b) The sale transaction was not specifically authorized as set forth in Section 3 above;
- (c) Any card transaction is alleged by the cardholder to have been executed improperly or without authority;
- (d) The documentation prepared by Customer evidencing the draft is illegible or incomplete;
- (e) The cardholder disputes the sale, quality or delivery of goods or the performance or quality of services covered by the draft;
- (f) Cardholder asserts against Bank any claim, dispute, defense, offset, or counterclaim which cardholder may have as a buyer against Customer, in which case Bank or RBS LYNK shall not have any obligation to inquire into or determine the validity of any such claim, dispute, defense, offset, or counterclaim;
- (g) The extension of credit for goods sold or services performed was in violation of law, rules or regulations of any government agency, federal, state, local, or otherwise, or in violation of this Agreement;
- (h) The draft lacks a Transaction Card imprint (if required) and cardholder's signature;
- (i) Cardholder claims the dollar amount was altered after the draft was completed;
- (j) Two or more drafts were prepared by Customer for the same card transaction (except as otherwise permitted in Section 7.3);
- (k) The Transaction Card had expired before the transaction date or the sales transaction arises from the use of a counterfeit or otherwise ineffective card;
- (l) The embossed name on the Transaction Card differs from or is dissimilar to the name signed on the signature panel of the Transaction Card of the draft, or the signature on the signature panel of the Transaction Card differs from or is dissimilar to the signature on the draft;
- (m) The information contained in the draft was received by RBS LYNK more than 30 business days after the transaction date showing thereon;
- (n) The draft is a duplicate of one previously processed or includes a charge previously paid by the cardholder;
- (o) The draft is fraudulent or the sales transaction was not a bona fide transaction in Customer's ordinary course of business;
- (p) The Transaction Card issuer has information that fraud occurred at the time of the transaction, whether or not such transaction was properly authorized by the Transaction Card issuer, and the cardholder neither participated in nor authorized the transaction;
- (q) In any other situation where a draft was executed or depository credit given in circumstances constituting a breach of any duty, term, condition, representation, or warranty by Customer hereunder, or where any action or lack of action by Customer in violation of the Rules has resulted in the draft being charged back to Bank by an issuing member of Visa/MasterCard/Discover pursuant to the Rules or the draft is charged back to Bank for any other reason; and
- (r) Merchant is listed on the Questionable Merchant Report.

Additions and deletions to this list may occur as the Rules change.

6.3 Reserve Fund. If required by Bank or RBS LYNK at the time this Agreement is executed, Customer shall establish with Bank a Reserve Fund. Further, at any time during the term of this Agreement, Bank and RBS LYNK may determine in their reasonable discretion that it is necessary to create or additionally fund a Reserve Fund. In which case, Bank or RBS LYNK shall have the right, after five days written notice to Customer, to establish, replenish or increase a Reserve Fund by debiting Customer's daily collected transactions. If such collections are inadequate in Bank's and RBS LYNK's reasonable discretion to adequately establish, replenish or increase the Reserve Fund in a timely manner, Bank or RBS LYNK may deduct by ACH debit from the Customer's Deposit/Chargeback Account additional sums as necessary, in their reasonable discretion, to establish an adequate Reserve Fund. Upon termination of this Agreement, the funds held in the Reserve Fund shall be used to fund the account described in Section 10.4, up to the estimated aggregate dollar amount of Customer's Chargebacks and other obligations and liabilities that Bank and RBS LYNK anticipate subsequent to termination as set forth in Section 10.4, and any excess shall be refunded to Customer. Bank or RBS LYNK may charge for Chargebacks, as reflected in the accompanying Fee Schedule, processed after the termination of this Agreement if Customer's drafts are processed and/or settled by another transaction processor and/or the Transaction Card issuer. Customer acknowledges and agrees that Bank and RBS LYNK shall have a perfected first priority security interest in the Reserve Fund.

6.4 Temporary Holdback. In addition to any of the other rights granted to Bank in this Section 6, in the event that Bank and RBS LYNK, at any time during the term of this Agreement, determine in their reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving Customer's account, a cardholder's account, or otherwise, Bank or RBS LYNK on behalf of Bank may hold in Bank's name and in a non-segregated and non-interest bearing account for such period as Bank or RBS LYNK, in their reasonable discretion, deems necessary funds otherwise due Customer to reimburse Bank for potential Chargebacks, credits issued by Customer, or other amounts payable by Customer to RBS LYNK or Bank under this Agreement in respect of such activity.

6.5 **Chargeback Reimbursements.** Customer agrees to reimburse Bank for the amount of the draft in the event of a Chargeback and pay a handling fee for each Chargeback in the amount set forth on the accompanying Fee Schedule, as updated or amended from time to time. Customer hereby authorizes Bank or RBS LYNK to debit without notice Chargebacks and Chargeback handling fees from Customer's daily collected transactions, and if such collections are inadequate to reimburse Bank, at Bank's election, to deduct such amounts by ACH debit from the Customer's Deposit/Chargeback Account or Reserve Fund.

6.6 **Maximum Period.** Customer will be subject to Chargebacks on Transaction Card sales for the period specified by the Rules.

6.7 **Notices of Chargebacks.** Bank and RBS LYNK agree to deliver all Chargeback documentation to Customer promptly as directed by Customer as to media and location. Customer is responsible for verifying its daily deposits and monthly statements for Chargebacks and Chargeback handling fees. Customer understands that it must respond to all Chargebacks within ten calendar days after notice of the Chargeback and that the failure to respond within each ten day period shall constitute a waiver by Customer of its ability to question or reverse a Chargeback and Customer shall be solely responsible if it fails to timely provide information with respect to a Chargeback.

6.8 **Survival.** Customer and any successor of Customer shall remain jointly and severally obligated to pay for all Chargebacks resulting from Transaction Card sales originated under this Agreement until Bank has been paid in full. This obligation shall survive the termination of this Agreement, regardless of whether termination was voluntary or involuntary as to Customer.

SECTION 7. ADDITIONAL CUSTOMER RESPONSIBILITIES.

7.1 **Honoring Cards.** Customer shall honor any valid Transaction Card that Customer has elected to accept hereunder, which is properly presented for use. Customer shall not discriminate against cardholders seeking to make purchases with a Transaction Card. Customer shall not require a minimum transaction amount below which Customer will refuse to honor an otherwise valid Transaction Card. Customer shall adequately display promotional materials to inform the public that Transaction Cards will be honored by Customer.

7.2 **Sales Transactions.** Except for transactions originated by telephone, mail order or through the Internet, Customer agrees to:

- (a) include on a single sales draft all goods and services purchased in the same transaction and enter a description of the goods or services sold and the price thereof (including any applicable taxes) in detail sufficient to identify the transaction;
- (b) enter on the sales draft the date of the transaction;
- (c) obtain the signature of the cardholder on the sales draft, if required by processing category;
- (d) compare the signature on the sales draft with the signature on the Transaction Card presented to ascertain that they appear to be the same;
- (e) check the effective date, if any and expiration date on the Transaction Card;
- (f) examine any security features on the Transaction Card;
- (g) imprint on the sales draft the embossed data from the Transaction Card and from the Customer plate on the imprinter, if required by processing category;
- (h) deliver to the cardholder at the time of delivery of goods or performance of service a true and complete copy of the sales draft or credit voucher; and
- (i) ensure that each cardholder receipt contains the following information:
 - (i) the transaction payment type, e.g. Visa, MasterCard, etc.;
 - (ii) Customer's name, location and location code;
 - (iii) the account number of the Transaction Card, disguised or suppressed as required by the Rules;
 - (iv) transaction amount;
 - (v) transaction date;
 - (vi) a legend identifying the party to whom it will be delivered, e.g. member copy, merchant copy, cardholder copy, except as permitted by the Rules; and authorization code, if applicable.

The cardholder receipt must also disguise or suppress the expiration date of the Transaction Card as required by the Rules.

7.3 **Multiple Sales Drafts.** Customer shall include on any single draft the entire amount due for each transaction unless: (a) the balance of the amount is paid by the cardholder at the time of sale in cash or by check; or (b) all or a portion of the goods or services are to be delivered or performed at a later date, and the cardholder signs two drafts, one of which represents a deposit and the second of which represents payment of the balance and the draft for the balance is completed only upon delivery of the goods or performance of the services. In the case of delayed payment of the balance due on a transaction, Customer agrees (i) to note on the draft the words "balance" and (ii) not to present the "balance" sales draft until all of the goods are delivered or the services performed.

7.4 **Returns.** Customer agrees to maintain a fair policy for the exchange and return of merchandise and for adjustment of services rendered and to give proper credit in such circumstances in accordance with the Rules. In such circumstances, Customer shall prepare and deliver to Bank, RBS LYNK and the cardholder a properly completed credit voucher. Customer may limit its acceptance of returned merchandise, provided proper disclosure is made and purchased goods or services are delivered to the cardholder at the time of the transaction. Proper disclosure by Customer shall be determined to have been given by printing an appropriate notice (such as "NO REFUND" or "EXCHANGE ONLY") on all copies of the sales draft prior to obtaining the cardholder's signature thereon. Customer shall not make cash refunds to cardholders for card transactions.

7.5 **Obligation to Report Statement Discrepancies.** Customer shall be solely responsible for reviewing its statements from RBS LYNK and for reporting to RBS LYNK in writing, within 30 days of Customer's receipt of any monthly statement from RBS LYNK, any underpayments, overpayments or other discrepancies between the volume and/or value of transactions that Customer actually processed during the period indicated on the face of such statement. Customer acknowledges and agrees that RBS LYNK shall not be liable or otherwise responsible to Customer, and shall have no obligation to reimburse Customer, for any underpayment to Customer that is not reported to RBS LYNK in writing within 30 days of Customer's receipt of the applicable statement. Customer acknowledges and warrants that it shall reimburse RBS LYNK and/or Bank upon demand for any misdirected deposits, duplicate deposits or inadvertent over payments into any of its bank accounts hereunder.

7.6 **Charges to Cardholders.** Customer shall not require any cardholder to pay any part of the Processing Charges, or to pay any contemporaneous finance charge in connection with a transaction in which a Transaction Card is used, unless permitted by the Rules.

7.7 **Employee Fraud.** Customer shall be solely responsible for losses and expenses incurred by Bank or RBS LYNK as a result of or arising out of the fraud, gross negligence or willful misconduct of Customer's employees or agents.

7.8 **Status.** Customer is responsible for providing written notice to Bank and RBS LYNK of any change in the ownership status or composition of Customer. Any new owner of Customer or successor Customer shall be jointly and severally liable with Customer hereunder, unless the original Customer or successor thereof is released in writing by Bank and RBS LYNK.

7.9 **Change of Address.** Customer shall notify Bank and RBS LYNK in writing at least 48 hours in advance of any change of address. Bank and RBS LYNK shall be absolutely entitled to rely on Customer's address shown in this Agreement unless such address is updated in accordance herewith.

7.10 **Cardholders.** Customer shall not sell, purchase, provide or exchange account number information in the form of imprinted sales drafts, carbon copies of imprinted sales drafts, mailing lists, tapes or other media obtained by reason of a Transaction Card transaction to any third party other than Customer's agents, Bank, RBS LYNK, or Card Associations, except as specifically required by law. Customer shall not make a cash disbursement to any cardholder (including Customer when acting as a cardholder) nor receive monies from a cardholder and subsequently prepare a credit to cardholder's account.

7.11 **Evidence of Authority.** Within five days after request by Bank or RBS LYNK, Customer shall submit to Bank or RBS LYNK a duly executed corporate or partnership resolution reflecting the authority of Customer to enter into this Agreement and the authority of the individual executing this Agreement on behalf of Customer to do so.

7.12 **Other Duties.** Customer agrees to fulfill the obligations and responsibilities noted in the Attachments to this Agreement.

7.13 **Financial Information.** Customer shall provide such financial information as may be requested by RBS LYNK or Bank from time to time during the term of this Agreement in order for RBS LYNK or Bank to comply with the Rules of any Card Association or to otherwise enable RBS LYNK and Bank to assess the Customer's financial condition and the related risk associated with Customer's business. Such financial information may include copies of quarterly and annual financial statements, including, if available, audited statements.

SECTION 8. CUSTOMER REPRESENTATIONS.

- 8.1 Customer hereby represents and warrants to RBS LYNK and Bank that:
- (a) It has full legal power and authority to enter into and perform its obligations under this Agreement and that such actions have been duly authorized by Customer;
 - (b) Its facsimile signature hereon constitutes a valid and binding Agreement;
 - (c) This Agreement constitutes the legal, valid and binding obligations of Customer, enforceable against Customer in accordance with its terms;
 - (d) The transactions transmitted to RBS LYNK for processing and to the Bank for settlement will represent the indebtedness of the cardholder in the amount set forth therein for goods sold or services rendered and shall not involve any element of credit for any other purpose;
 - (e) Customer shall not transmit Transaction Card information representing sales made by any individual or entity other than Customer;
 - (f) Customer represents that all of the disclosures in its application to Bank are true, accurate and complete and do not omit any information necessary to make such disclosures not misleading to Bank and RBS LYNK; and
 - (g) As to each draft delivered to Bank, and as to the transaction evidenced thereby, the draft represents a bona fide sale or lease of goods or services, or both, originated by Customer in compliance with this Agreement and the Rules; all drafts are free from any alteration not authorized by the cardholder; the transaction is in compliance with all applicable laws, ordinances, and regulations; the indebtedness represented by the draft has not been pledged as collateral for payment of any indebtedness or obligation of Customer or any other person; and Customer has no knowledge or notice of information that would lead it to believe that the enforceability or collectibility of the subject draft is in any manner impaired.

8.2 **Application & Disclosure Requirements.** Customer understands that this Agreement shall not be binding on RBS LYNK or Bank until Customer has been approved by Bank and that a consumer report of each of the officers, partners or owners of Customer may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter

SECTION 9. INDEMNIFICATION, DISCLAIMER, LIMITED LIABILITY.

9.1 Indemnification. Customer agrees to indemnify and hold Bank and RBS LYNK harmless from and against any claims, demands or judgments made or recovered against either of them arising out of any breach by Customer of the terms of this Agreement or arising from any act or omission by Customer which violates any applicable federal, state or local laws, rules or regulations or which violates any of the Rules. Bank and/or RBS LYNK may defend any such claims or demands or request Customer to take up such defenses. In either event, Customer will further indemnify Bank and RBS LYNK for reasonable attorneys' fees or any other necessary expenses incurred by Bank or RBS LYNK, as applicable, by reason of such defense.

9.2 Disclaimer of Warranties. RBS LYNK and Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

9.3 Limitation of Liability. Under no circumstances shall the financial responsibility of RBS LYNK or Bank for any failure of performance by RBS LYNK or Bank under this Agreement exceed the fees or charges paid to Bank or RBS LYNK for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall Bank or RBS LYNK, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by Customer or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

SECTION 10. TERM, TERMINATION.

10.1 Term. This Agreement shall be binding upon Customer upon the earlier of (a) the date upon which the first transaction is processed by RBS LYNK or Bank for Customer, or (b) the execution of this Agreement by Customer. This Agreement shall be binding upon RBS LYNK and Bank upon RBS LYNK's and Bank's acceptance hereof (as evidenced by an authorized signature hereon). This Agreement shall continue in effect for a period of three years after the date on which Customer's first draft is presented to Bank following acceptance by RBS LYNK and Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless either (i) Customer elects to terminate early by giving written notice of non-renewal to RBS LYNK and Bank at least 90 days before the expiration of the then current term, or (ii) terminated by RBS LYNK with Bank's approval or Bank by giving written notice to Customer (such termination to be effective as of a date set forth in such notice or, if no such date is set forth, to be effective as of the date such notice is received by Customer).

10.2 Termination Without Notice. RBS LYNK or Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) any noncompliance by Customer with this Agreement or the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings involving Customer, its parent or an affiliated entity; (c) RBS LYNK or Bank deems Customer to be financially insecure; (d) Customer or any other person owning or controlling Customer's business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Card Associations; (e) Customer materially alters the nature and type of business conducted, or (f) RBS LYNK or Bank is prohibited by applicable law from conducting business with Customer or its principals.

10.3 Termination With Notice; Early Termination. In the event RBS LYNK or Bank breaches any of the provisions hereof and fails to cure such breach within 30 days of receipt of written notice from Customer specifying such breach, Customer may terminate this Agreement immediately at the expiration of the 30 day cure period. Should Customer terminate this Agreement without cause prior to the end of any term hereof, Customer shall pay to RBS LYNK, as an early termination fee, \$495.00. Such termination fee may be deducted from Customer's account by ACH debit by Bank.

10.4 Additional Rights. Upon notice of any termination of this Agreement, Bank shall determine and Bank, or RBS LYNK on behalf of Bank, may notify Customer of the estimated aggregate dollar amount of Customer's Chargebacks and other obligations and liabilities that Bank and RBS LYNK reasonably anticipate subsequent to termination, and Customer shall immediately deposit such amount with Bank or Bank may withhold such amounts from credits due to Customer or may utilize the funds in the Reserve Fund, if applicable. Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations impose actual or potential liability upon any party to this Agreement. Customer shall have no rights to such funds until all of its obligations under this Agreement are satisfied, and RBS LYNK and Bank may receive out of such funds those amounts that are or become due to RBS LYNK and Bank pursuant to this Agreement.

10.5 Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from charges processed prior to the termination shall survive the termination of this Agreement. Without limiting the generality of the foregoing, Customer shall be liable both before and after termination for all Chargebacks relating to card transactions prior to such termination and for all obligations, warranties and liabilities of Customer pertaining to any draft or credit memoranda.

SECTION 11. GENERAL PROVISIONS.

11.1 Assignment; Binding; No Third Party Beneficiaries. Customer may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Bank may assign this Agreement without Customer's consent. RBS LYNK may assign its rights and obligations under this agreement to another transaction processor approved by the Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or permitted assigns. This Agreement will not confer any rights or remedies upon any person or entity other than Bank, RBS LYNK, and Customer.

11.2 Exclusivity. Customer agrees that throughout the term of this Agreement, it will not use the services of any bank, corporation, entity or person other than RBS LYNK and Bank to provide services similar to those contemplated in this Agreement.

11.3 Governing Law, Venue and Personal Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In connection with any dispute relating to this Agreement, Customer and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the courts in Atlanta, Georgia or Fulton County, Georgia.

11.4 Attorneys' Fees. In the event Bank or RBS LYNK shall employ legal counsel or bring an action at law or other proceeding against Customer to enforce any of the terms, covenants, or conditions hereof, Customer shall pay to Bank and/or RBS LYNK its reasonable attorneys' fees and costs so incurred.

11.5 Maintenance of Records by Electronic Means. Customer understands and acknowledges that RBS LYNK, in the ordinary course of its regularly conducted business activities, may keep or maintain certain of its business records and documentation by scanning such records and documents so as to create a photographic or other image or representation of same that may be stored by electronic means and, if necessary, subsequently reproduced in paper form. Customer hereby waives any objection to RBS LYNK's maintenance and/or reproduction of such records and documents in this manner, and Customer further agrees that it shall not challenge or contest the authenticity or admissibility of same on such grounds in any legal action or proceeding.

11.6 Notices. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be effective upon the earlier of actual receipt thereof or the third business day following such notices being sent by U.S. mail to Bank and to RBS LYNK at RBS LYNK Incorporated, 600 Morgan Falls Road, Atlanta, Georgia, 30350, Attention: Legal Department, and to Customer at its address shown in this Agreement, or such other address as shall be provided by Bank, RBS LYNK or Customer in writing, to the other.

11.7 Confidentiality. Customer acknowledges that each of RBS LYNK's and Bank's businesses is highly competitive and that its respective books, records and documents, its technical information concerning its products, equipment, services and processes, procurement procedures and pricing techniques, the names or other information (such as credit and financial data) concerning the cardholders, RBS LYNK and Bank, all comprise confidential business information and trade secrets of RBS LYNK and Bank which are valuable, special and unique assets of RBS LYNK and Bank, which each uses in its business to obtain a competitive advantage over its competitors, which do not know or use this information, or have access to it (collectively, "Protected Information"). Customer further acknowledges the protection of RBS LYNK's and Bank's Protected Information against unauthorized disclosure and use is of critical importance to RBS LYNK and Bank in maintaining its competitive position. Accordingly, Customer hereby agrees that neither it, nor any of Customer's employees or agents, will make any unauthorized disclosure of any Protected information, or make any use thereof, except for the benefit of, and on behalf of, RBS LYNK and Bank in accordance with this Agreement. All Protected information received by Customer and/or Customer's employees or agents from RBS LYNK or Bank shall be treated as confidential and only those disclosures as may be necessary in accordance with this Agreement may be made and then only to the extent necessary. The provisions of this Section 11.7 shall be effective during the term of this Agreement and for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 11.7 shall continue in effect for the longer of (i) two years after the termination of the Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

11.8 Force Majeure. RBS LYNK and Bank shall not be liable for delays in processing, settlement, or other non-performance caused by such events as fires, telecommunications or utility or power failures, equipment failures, labor strife, riots, war, non-performance of RBS LYNK or Bank's vendors or suppliers, acts of God, or other causes over which RBS LYNK and Bank have no reasonable control.

11.10 Entire Agreement; Modification, Waiver. This Agreement and any accompanying schedules constitutes the entire understanding with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

11.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

EXHIBIT

E

**TERMS AND CONDITIONS OF
CUSTOMER PROCESSING AGREEMENT**

Thank you for selecting us for your payment processing needs. The terms and conditions set forth below ("CPA Terms"), along with the Customer Processing Agreement ("Customer Processing Agreement") that you have submitted, contain the terms and conditions under which Citizens Bank, N.A., a federally chartered financial institution having its principal office at 1 Citizens Plaza, Providence, Rhode Island 02903 ("Bank") and Worldpay US, Inc., a Georgia corporation with offices at 201 17th St., NW, Suite 1000, Atlanta, Georgia 30363 ("Worldpay") shall provide services and products to you. Also included with these CPA Terms are various Addenda that describe the terms and conditions applicable to some of Worldpay's and Bank's ancillary services and programs such as gift card processing services, wireless services, ACH services, and Worldpay's security programs. If you receive these services or products or participate in these programs at any time, the terms and conditions set forth in the attached Addenda will apply to the provision of those services and programs by Worldpay and the Bank. Each Addendum includes important definitions, terms, and conditions applicable to the services and programs described in the Addendum. Please carefully review these CPA Terms, along with the Addenda to ensure your understanding of the terms related to the services, products, and programs you select.

SECTION 1. DEFINITIONS.

The following capitalized terms shall have the meanings set forth below when used in this Agreement:

"ACH" shall mean the electronic network for financial transactions in the United States known as the Automated Clearing House.

"Addendum" shall mean an Addendum included with these CPA Terms, including, without limitation, the Terms and Conditions of Security Program, Terms and Conditions of Wireless Services, Terms and Conditions of Gift Card Services, and Terms and Conditions of ACH Services set forth below, or any other Addendum otherwise executed or agreed to between the parties, and "Addenda" shall mean the plural of Addendum.

"Agreement" shall mean the Customer Processing Agreement, these CPA Terms, the Addenda, and all related schedules, exhibits, or amendments.

"American Express" shall mean American Express Travel Related Services Company, Inc.

"Authorized Card Transaction" shall mean a sales transaction involving a Transaction Card, provided the transaction has been authorized by the Transaction Card issuer as contemplated by this Agreement.

"Cardholder" (also referred to as "Card Member" or "Cardmember" in some Payment Network materials) shall mean a person to whom a Transaction Card is issued or a person authorized to use a Transaction Card.

"Chargeback" shall have the meaning set forth in Section 6.2 of the CPA Terms.

"Customer" shall mean the entity (or individual, if a sole proprietorship) that executes and submits the Customer Processing Agreement.

"Deposit/Chargeback Account" shall mean one or more U.S. bank accounts established and owned by you to be utilized by the Bank for the settlement to you of transactions involving Transaction Cards processed under this Agreement and the payment by you of Processing Charges, Chargebacks, and other amounts payable under this Agreement. The Deposit/Chargeback Account shall be maintained by you in accordance with Section 4.4 of these CPA Terms. You acknowledge that Worldpay and the Bank may credit or debit (by ACH or other electronic means) amounts payable to or by you under this Agreement to or from any bank accounts designated by you for use under this Agreement, regardless of whether designated for settlement, billing, chargeback, etc.

"Discover" shall mean Discover Financial Services, LLC.

"EBT" shall mean electronic benefit transfer.

"MasterCard" shall mean MasterCard International, Inc.

"Non Visa/MasterCard/Discover/PP Card" shall mean Transaction Cards issued by credit or debit card networks other than Visa, MasterCard, Discover, or PayPal.

"Payment Network" or "Payment Networks" shall mean Visa, MasterCard, American Express, Discover, PayPal and any credit or debit card network issuing Transaction Cards, and with respect to EBT transactions, the EBT system, including without limitation the QUEST network, used or maintained by each governmental authority (or its EBT service provider) issuing EBT cards for the electronic movement of funds.

"Payment Services Agreement" shall mean the Customer Processing Agreement and these CPA Terms.

"PayPal" shall mean PayPal, Inc.

“Processing Charges” shall mean the authorization, processing, settlement, and other fees or amounts charged by Worldpay and the Bank, or passed through (from the Payment Networks or other third parties) to you by Worldpay and the Bank, as set forth in this Agreement.

“Reserve Fund” shall mean a non-segregated and non-interest bearing account established by the Bank or Worldpay in accordance with Section 6.3, 6.4, or 10.4 of these CPA Terms to ensure payment of Chargebacks, fines and penalties assessed by the Payment Networks, Processing Charges, and other amounts due from you to Worldpay or the Bank under this Agreement.

“Rules” shall mean the operating rules, regulations, requirements, policy statements, guidelines, bulletins, notices, and similar documents of the Bank, Worldpay, Visa (see <https://usa.visa.com/support/small-business/regulations-fees.html#3>), MasterCard (see <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>), American Express, Discover, PayPal, QUEST, NACHA and any other applicable Payment Network, as in effect from time to time. With respect to EBT transactions, Rules shall also include the rules and regulations of SNAP administered by the US Department of Agriculture (“USDA”) Food and Nutrition Service, the rules and regulations of TANF, and other applicable rules and regulations pertaining to delivery of services to benefit recipients.

“SNAP” shall mean the Supplemental Nutrition Assistance Program.

“TANF” shall mean the Temporary Assistance for Needy Families.

“Transaction Card” or “Transaction Cards” shall mean a credit or debit card, an EBT Card, travel and entertainment card, or other credit or debit card shown as a qualified card on lists furnished to you by the Bank or Worldpay from time to time.

“Visa” shall mean Visa USA, Inc. or VISA International, Inc.

“Visa/MasterCard/Discover/PP” shall mean Visa, MasterCard, Discover, and PayPal, collectively.

“You,” “your,” or words of similar import shall refer to Customer (whether or not such terms are capitalized).

SECTION 2. RULES AND REGULATIONS; LAWS.

You shall comply with all of the Rules and all federal, state, local, or other laws, rules, and regulations applicable to you. You shall not require Cardholders to provide personal information such as home or business telephone number, home or business address, or any form of identification (such as a driver’s license) as a condition for accepting a Transaction Card, unless permitted by the Rules. In the event you fail to comply with this Section 2, you will be liable for all fees, penalties, and fines imposed by the Payment Networks or any governmental authority, and you will indemnify and hold harmless the Bank and Worldpay from and against any and all claims, demands, damages, judgments, fines, penalties, costs and expenses suffered or incurred by the Bank and Worldpay as a result of such failure. You hereby delegate to Worldpay the selection of routing preferences related to the processing of all debit cards.

SECTION 3. SERVICES.

3.1 Services Provided by Worldpay. Worldpay shall provide authorization, electronic draft capture, submission of transactions to Payment Networks, and additional related services for Transaction Card sales originated by you as set forth in this Agreement.

3.2 Services Provided by the Bank. The Bank shall settle all Visa/MasterCard/Discover/PP transactions (and certain other Transaction Card transactions) processed by Worldpay hereunder for you in accordance with this Agreement and the Rules.

SECTION 4. PROCESSING AND PAYMENTS.

4.1 Submission of Transactions. You shall transmit to Worldpay information representing your sales to be authorized and settled (paid) by Transaction Cards. You shall transmit transactions to Worldpay at the time of each sale or as soon thereafter as practicable. It is understood that the time of receipt of transaction information by Worldpay will affect the timing of settlement and payment to you. If you fail to submit transactions on a timely basis as provided herein and as provided in the Rules (i) transactions may be subject to increased interchange fees, and you shall pay such fees, and (ii) for EBT transactions, you may not be paid for such transactions.

4.2 Payment of Visa/MasterCard/Discover/PP. You hereby designate the Bank and Worldpay as your agents to receive all payments pertaining to your Visa/MasterCard/Discover/PP transactions processed hereunder. All payments required to be made to you under this Agreement for Visa/MasterCard/Discover/PP transactions shall be made by the Bank to the Deposit/Chargeback Account, via electronic funds transfer by ACH (or other electronic means) or by wire transfer, at the Bank’s option, as soon as practicable after the Bank’s receipt of such funds from the relevant Payment Network.

4.3 Payment of Non Visa/MasterCard/Discover/PP Cards. You hereby designate the Bank and Worldpay as your agents to receive all payments pertaining to your Non Visa/MasterCard/Discover/PP Card transactions processed hereunder, except when Worldpay’s role is to provide authorization only services. All payments required to be made to you under this Agreement for Non Visa/MasterCard/Discover/PP Cards shall be made by the Bank to the Deposit/Chargeback Account, via electronic funds transfer by ACH (or other electronic means) or by wire transfer, at the Bank’s option, as soon as practicable after the Bank’s receipt of such funds from the relevant Payment Network. Worldpay and the Bank shall have no liability for any failure by a Payment Network to settle any transaction processed under this Agreement.

4.4 Deposit/Chargeback Account. You hereby certify that the Deposit/Chargeback Account information provided by you to Worldpay is correct and agree that the Bank and Worldpay are authorized to debit and credit any such Deposit/Chargeback Account for the settlement of transactions involving Transaction Cards and the payment by you of Processing Charges, Chargebacks, and other amounts payable pursuant to this Agreement (whether arising during or after termination of this Agreement). You agree that you shall maintain and shall not close or restrict the Bank's and Worldpay's access to the Deposit/Chargeback Account during the term of this Agreement and thereafter, until all amounts owed under this Agreement are paid in full.

4.5 Your Transactions. You may not present for processing, directly or indirectly, any transaction which was not originated as a result of an act between the Cardholder and you or which is not an Authorized Card Transaction. If authorization for a transaction is denied, you shall not complete the transaction. You may contact the authorization center by magnetic stripe reading terminal, telephone, or any other means acceptable to the Bank and Worldpay. For all transactions, you shall provide the Cardholder with a transaction receipt, which shall evidence purchases made by a Cardholder or credits to a Cardholder's account, as the case may be, in accordance with the Rules. Calculation, collection, and remittance of sales tax are your sole responsibility.

4.6 Telephone, Internet and Mail Orders. If you are authorized by Worldpay and the Bank to accept telephone, Internet or mail orders, you shall comply with all requirements of this Section 4.6, and with respect to Internet orders over an Internet web site, you shall also comply with all Rules regarding electronic commerce conducted through web sites. Authorization for each such transaction, regardless of the face amount, must be obtained. You shall obtain the expiration date of the Transaction Card as part of the authorization inquiry and utilize address verification where possible. You assume all responsibility for identification of the Cardholder and the validity of the Transaction Card information. For transactions where merchandise is to be shipped or delivered to the Cardholder, the shipping date shall not be more than seven calendar days after the authorization is obtained, and any shipping and handling costs not included in the authorization amount must not exceed 15% of the amount authorized. An installment payment option may be offered if all items are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly. Under no circumstances may you require that a Cardholder complete a postcard or other document, which displays the Cardholder's account data in plain view when mailed.

4.7 Payment Card Industry Data Security. You acknowledge and agree that you are required to and shall abide by all standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of Cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry ("PCI") Data Security Standards ("PCI-DSS"), PIN Entry Device Standards ("PED"), and Payment Application-Data Security Standards ("PA-DSS"). Currently, the PCI-DSS guidelines require you (a) to observe, among other things, standards of due care with regard to the protection of sensitive Cardholder information; and (b) to insure that the point of sale equipment and applicable software used by you comply with PCI-DSS guidelines. Currently, the PCI-DSS guidelines are based on a list of twelve basic security requirements with which all payment system constituents (including you) need to comply. The requirements are:

- (1) Install and maintain a firewall configuration to protect Cardholder data;
- (2) Do not use vendor-supplied defaults for system passwords and other security parameters;
- (3) Protect stored Cardholder data;
- (4) Encrypt transmission of Cardholder data across open, public networks;
- (5) Use and regularly update anti-virus software;
- (6) Develop and maintain secure systems and applications;
- (7) Restrict access to Cardholder data by business need-to-know;
- (8) Assign a unique ID to each person with computer access;
- (9) Restrict physical access to Cardholder data;
- (10) Track and monitor all access to network resources and Cardholder data;
- (11) Regularly test security systems and processes; and
- (12) Maintain a policy that addresses information security.

You must also notify Worldpay of all third parties who have access to Cardholder data on behalf of your business (i.e., store, process, or otherwise transmit Cardholder data). You acknowledge such third parties are required by the Payment Networks to be registered, and you shall cooperate with Worldpay in completing such registration and be responsible for all fees imposed by the Payment Networks in connection therewith. If you know or suspect a security breach, you shall notify Worldpay immediately. You shall then go through your security program to identify and remediate the source of the suspected compromise. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of Cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. You acknowledge that if a Payment Network determines that you were responsible for a disclosure of Cardholder transaction information or other breach of Data Security Guidelines, Worldpay and the Bank may be subject to charges imposed by the Payment Network. Further, if you are responsible for a disclosure of Cardholder transaction information or other breach of Data Security Guidelines, Worldpay, the Bank, and you may be subject to third party claims. You shall indemnify and hold Worldpay and the Bank harmless from and against any and all charges, claims, demands, damages, judgments, fines, penalties, costs, and expenses, including without limitation, Chargebacks, suffered or incurred by the Bank and Worldpay as a result of your non-compliance with the Data Security Guidelines, your failure to maintain equipment and software that complies with Data Security Guidelines, or any other data compromise for which a Payment Network or a court with competent jurisdiction determines that you are responsible. You shall notify Worldpay and the Bank prior to changing your payment application software (including any change in versions of such

software). You shall provide the new payment application name and version number prior to submitting any transactions to Worldpay utilizing the new payment application (including new versions).

Worldpay acknowledges that we are responsible to our sponsor bank and the Payment Networks for the security of Cardholder data that we possess, store, or transmit on behalf of our customers or to the extent we agree in writing to manage a customer's Cardholder data environment on behalf of a customer. Customer acknowledges that it is responsible for the security of Cardholder data that it possesses, stores, or transmits and for its own Cardholder data environment, including the security of Cardholder data that is possessed, stored, or transmitted by third party service providers (other than Worldpay, Bank, or their respective service providers).

4.8 Retention of Documents. The Bank and Worldpay may examine and verify at reasonable times all of your records pertaining to card transactions processed by Worldpay hereunder, and, subject to compliance with the Rules and applicable law, you shall preserve such records, including transaction receipts, credit vouchers, and all other written evidence of such transactions, for a period of at least two years from the date of the processing of the transaction.

4.9 Changes in Rules. If there is a change in any Rule, applicable law, or the regulation of a pertinent governmental agency, which change would make a provision of this Agreement in conflict with such Rule, law, or regulation, the Bank or Worldpay may unilaterally amend this Agreement, upon written notice to you and the other party, to conform and/or be compatible with such changed Rule, law, or regulation.

SECTION 5. PRICING.

5.1 Pricing. As consideration for the services set forth in Section 3 above, you shall pay the Bank, or Worldpay on behalf of Bank, Processing Charges in the manner and pursuant to the accompanying Customer Processing Agreement. If you have selected Cost Plus Pricing on the Customer Processing Agreement, you acknowledge that such costs include all standard fees and charges of the Payment Networks (without regard to any volume discounts) for credit or debit card transactions or other electronic payment transactions processed pursuant to this Agreement, including, without limitation, interchange, assessment, authorization, risk, transmission, FANF, and all other fees. To the extent the Customer Processing Agreement states a minimum monthly processing fee (the "Stated Minimum"), the fee is applied per location and as set forth in this Section 5.1. For customers who have selected Cost Plus Pricing, if the application of the percentage rate and per item fee shown on the Cost Plus Pricing section of the Customer Processing Agreement (the "Combined Fee") is less than the Stated Minimum in any month at any location, you shall be responsible for paying an amount equal to the Stated Minimum minus the Combined Fee for such location. For customers who have selected Tiered Pricing, if the fee payable pursuant to the application of the percentage rate shown on the Tiered Pricing section of the Customer Processing Agreement (the "Discount Rate Fee") is less than the Stated Minimum in any month at any location, you shall be responsible for paying an amount equal to the Stated Minimum minus the Discount Rate Fee for such location. Monthly fees are not pro-rated for any partial month and are payable without regard to whether or not you actually use the underlying service during the month.

5.2 Deduction of Processing Charges. Processing Charges, Chargebacks, and all other amounts for which you are responsible pursuant to this Agreement shall be deducted from amounts due to you under this Agreement or such amounts shall be deducted from your Deposit/Chargeback Account, at the option of the Bank and Worldpay. You hereby authorize the Bank or Worldpay to debit your Deposit/Chargeback Account by ACH (or other electronic means) or by wire transfer for amounts due under this Agreement.

5.3 Discount Rates. If you have selected Tiered Pricing, tiered discount and surcharge shall apply to each Visa/MasterCard/Discover/PP transaction processed hereunder. Tiered rate transaction group designations include, but are not limited to, factors such as: voice authorization instead of electronic authorization; keying a Transaction Card instead of swiping it; more than one authorization per transaction; transmitting for processing more than 24 hours from the authorization time; transactions not settled within 48 hours of authorization; and "business card" transactions. Decisions as to which tier a particular transaction type is to be placed is determined by the Bank and Worldpay and is subject to change.

5.4 Estimated Averages. The Processing Charges are based upon assumptions associated with your anticipated volume, and average transaction size (as shown on the Customer Processing Agreement), as well as your method of doing business. If the actual volume or average transaction size is materially different from the anticipated amounts as shown on the Customer Processing Agreement or provided by you during the application process, or if you significantly alter your method of doing business (i.e., the nature and type of business conducted by you), Worldpay or the Bank may adjust your Processing Charges without prior notice. Any such adjustments shall be in addition to, and not in lieu of, any other remedies available to Worldpay or the Bank hereunder.

5.5 Additional Expenses. To the extent that Worldpay or the Bank provides services to you in connection with issues with the Payment Networks, including, without limitation, services related to excessive Chargebacks, excessive fraud, data security, or PCI issues; allegations of failure to comply with the Rules; assistance with registration or other actions required or appropriate in order for you to comply with the Rules; responding to requests or communications from the Payment Networks; or similar services, such services shall be provided by Worldpay at Worldpay's or the Bank's, as applicable, then current standard hourly rate. To the extent that you are classified by the Payment Networks in a "high risk" or similar category, additional fees may apply. Worldpay shall notify you of such classification, as well as the related additional fees. If the additional fees related to such high risk classification are unacceptable to you, you may terminate the Agreement without penalty by notifying Worldpay in writing of such termination, provided such notice is sent within 15 days following the date of the fee notice.

5.6 Payment for Equipment; Gateway Software. You shall be responsible for obtaining, installing, and maintaining all point of sale or similar equipment required in order to transmit transactions to Worldpay. To the extent that you purchase equipment from Worldpay, such equipment may be returned within 30 days of the original shipment date, provided the equipment is in an unused condition and is enclosed in its original packaging, with all accessories, and over boxed to protect the original packaging. A \$25 restocking fee and shipping costs will apply. Returned devices must be in full working order, or the device will be charged to you at the full retail price. Exchanges and replacements of equipment under any of Worldpay's equipment replacement programs are for like devices (same model numbers and memory capacity) and may be new or refurbished. To the extent that you utilize any third party gateway or similar software, services, and/or hardware to connect to Worldpay's system, you understand that a separate agreement may be required with the third party provider in order to obtain such software, services or hardware, and additional fees may be charged by the third party provider in addition to the fees charged by Worldpay and the Bank as shown on the Customer Processing Agreement. You shall be responsible for any claims, demands or increased fees (including interchange downgrade expenses) that result from your (a) use of Value Added Reseller, wireless gateway, or point of sale systems that do not use the Worldpay authorization network; (b) failure to maintain the most current version of software that has been certified by Worldpay as being compatible with the Worldpay system; or (c) misuse of software that has been certified as compatible with the Worldpay system. You shall also be responsible for all telephone equipment, line charges, utility costs, and other communication charges for equipment required pursuant to this Section, including, with respect to mobile readers or mobile services, smartphones, data plans, and telecommunication services. You understand and agree that equipment and point of sale terminals which bear the Worldpay name are compatible only with Worldpay's proprietary processing system and cannot be reprogrammed to permit transactions to be processed by any other processor or competitor, either during or after termination of this Agreement.

5.7 Taxes. Fees quoted in the Agreement are exclusive of all taxes, and you shall be responsible for all sales, use, excise, value added, and other taxes and duties however designated that are levied by any taxing authority relating to the activities related to this Agreement, excluding taxes in respect of Worldpay's net income.

5.8 Interest. All amounts not paid when due (including in the event the funds in the Deposit/Chargeback Account are insufficient to cover fees due hereunder) shall bear interest at the rate of 1.5% per month or the maximum legal rate, whichever is lower, until paid in full.

SECTION 6. CHARGEBACKS.

6.1 Retrieval Requests. Either the Bank or Worldpay may, from time to time, request an original or copy of a transaction receipt or credit voucher (a "Retrieval Request"). You shall respond to Retrieval Requests in accordance with the Rules and shall provide Worldpay and the Bank with originals or copies of such transaction receipts or credit vouchers within ten business days of the Retrieval Request.

6.2 Chargebacks. You shall pay the Bank (as set forth in Section 6.5 of the CPA Terms) the face amount of any card transaction processed by Worldpay pursuant to this Agreement whenever any card transaction is reversed in accordance with the Rules or any applicable consumer protection statute (a "Chargeback"), including by way of example, but not limited to, the following:

- (a) Goods are returned, whether or not a credit voucher is delivered to the Bank or Worldpay;
- (b) The sale transaction was not specifically authorized as set forth in Section 4 above;
- (c) Any card transaction is alleged by the Cardholder to have been executed improperly or without authority;
- (d) The documentation prepared by you evidencing the draft is illegible or incomplete;
- (e) The Cardholder disputes the sale, quality, or delivery of goods or the performance or quality of services covered by the draft;
- (f) The Cardholder asserts against the Transaction Card issuer or the Bank any claim, dispute, defense, offset, or counterclaim which the Cardholder may have as a buyer against you, in which case the Bank or Worldpay shall not have any obligation to inquire into or determine the validity of any such claim, dispute, defense, offset, or counterclaim);
- (g) The extension of credit for goods sold or services performed was in violation of law, rules, or regulations of any government agency, federal, state, local, or otherwise, or in violation of this Agreement;
- (h) The draft lacks a Transaction Card imprint (if required) and Cardholder's signature (if required);
- (i) The Cardholder claims the dollar amount was altered after the draft was completed;
- (j) Two or more drafts were prepared by you for the same card transaction (except as otherwise permitted in Section 7.3 of the CPA Terms);
- (k) The Transaction Card had expired before the transaction date or the sales transaction arises from the use of a counterfeit or otherwise ineffective Transaction Card;
- (l) The embossed name on the Transaction Card differs from or is dissimilar to the name signed on the signature panel of the Transaction Card of the draft or the signature on the signature panel of the Transaction Card differs from or is dissimilar to the signature on the draft;
- (m) The information contained in the draft was received by Worldpay more than 30 business days after the transaction date showing thereon;
- (n) The draft is a duplicate of one previously processed or includes a charge previously paid by the Cardholder;
- (o) The draft is fraudulent or the sales transaction was not a bona fide transaction in the ordinary course of your business;
- (p) The Transaction Card issuer has information that fraud occurred at the time of the transaction, whether or not such transaction was properly authorized by the Transaction Card issuer, and the Cardholder neither participated in nor authorized the transaction; and
- (q) In any other situation where a draft was executed or depository credit given in circumstances constituting a breach of any duty, term, condition, representation, or warranty by you under this Agreement, or where any action or lack of action by you in violation of the Rules has resulted in the draft being charged back to the Bank by the issuer of the Transaction Card pursuant to the Rules or the draft is charged back to the Bank for any other reason.

Additions and deletions to this list may occur as the Rules change.

6.3 Reserve Fund. If required by the Bank or Worldpay at the time this Agreement is executed, you shall establish with the Bank a Reserve Fund in the amount so required. Further, at any time during the term of this Agreement, either the Bank or Worldpay may determine in its commercially reasonable discretion that it is necessary to establish, replenish, or increase a Reserve Fund, in which case, the Bank or Worldpay shall have the right, after three days written notice to you, to establish, replenish, or increase the Reserve Fund by debiting your daily collected transactions by the amount necessary, in Bank's and Worldpay's commercially reasonable discretion, to adequately establish, replenish, or increase the Reserve Fund. If such collections are inadequate in the Bank's and Worldpay's commercially reasonable discretion to adequately establish, replenish, or increase the Reserve Fund in a timely manner, the Bank or Worldpay may deduct (by ACH debit or other electronic means) from your Deposit/Chargeback Account additional sums as necessary, in their commercially reasonable discretion, to establish, replenish, or increase the Reserve Fund. In accordance with Section 10.4 of the CPA Terms, upon termination of this Agreement, the Bank or Worldpay may continue to hold in the Reserve Fund up to the estimated aggregate dollar amount of your Chargebacks and other obligations and liabilities that the Bank and Worldpay anticipate may become due subsequent to termination and any excess shall be refunded to you. You hereby grant the Bank and Worldpay a first priority security interest in the Reserve Fund.

6.4 Temporary Holdback. In addition to any of the other rights granted to the Bank and Worldpay in this Section 6, in the event that the Bank and Worldpay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a Cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of Cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank or Worldpay on behalf of the Bank may, without notice, hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for such period as the Bank or Worldpay, in its commercially reasonable discretion, deems necessary, to reimburse the Bank and Worldpay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to Worldpay or the Bank under the terms of this Agreement as a result of such activity. To the extent (i) the investigation conducted by Worldpay and Bank with respect to the unusual or suspicious activity determines that such activity is reasonably likely to result in amounts being due from you to Worldpay or the Bank, and (ii) Worldpay or the Bank requires the establishment, replenishment or increase of a Reserve Fund in connection therewith, then the funds held pursuant to this Section 6.4 may be used to fund such Reserve Fund.

6.5 Chargeback Reimbursements. You shall reimburse the Bank for the face amount of any card transaction processed by Worldpay in the event of a Chargeback and pay a handling fee for each Chargeback in the amount set forth on the accompanying Customer Processing Agreement. You hereby authorize the Bank or Worldpay to debit without notice Chargebacks and Chargeback handling fees from your daily collected transactions, and if such collections are inadequate to reimburse the Bank and Worldpay, at the Bank's election, to deduct such amounts by ACH debit or other means from the Deposit/Chargeback Account or Reserve Fund. You acknowledge that the Payment Networks impose fines in the event you experience excessive Chargebacks as described in the Rules. You shall reimburse and indemnify Worldpay and the Bank for any fines imposed by the Payment Networks as a result of your excessive Chargebacks.

6.6 Maximum Period. You will be subject to Chargebacks on Transaction Card sales for the period specified by the Rules.

6.7 Notices of Chargebacks. The Bank and Worldpay shall deliver all Chargeback documentation to you promptly. You may specify your preferred delivery location and may select your preferred delivery method (from Worldpay's available options) for Chargeback documentation. You are responsible for verifying your deposits and statements for Chargebacks and Chargeback handling fees. You understand that you must respond to all Chargebacks within ten calendar days after notice of the Chargeback. You understand that the failure to respond within each ten day period shall constitute a waiver by you of your ability to question or reverse a Chargeback, and you shall be solely responsible if you fail to timely provide information with respect to a Chargeback.

6.8 Successor Responsibility. You are responsible for providing written notice to the Bank and Worldpay of any change in the ownership status or composition of your business. You and any successor of your business shall be jointly and severally obligated to pay for all Chargebacks, Processing Charges, or other amounts resulting from Transaction Card sales originated under this Agreement or services provided under this Agreement, unless the original owner(s) or successor thereof is released in writing by the Bank and Worldpay. This obligation shall survive the termination of this Agreement.

SECTION 7. ADDITIONAL CUSTOMER RESPONSIBILITIES.

7.1 Honoring Cards. You shall honor any valid Transaction Card that you have elected to accept hereunder, which is properly presented for use. You shall not discriminate against Cardholders seeking to make purchases with a Transaction Card. Except as permitted by the Rules and applicable law, you shall not require a minimum transaction amount below which you will refuse to honor an otherwise valid Transaction Card. You shall adequately display promotional materials to inform the public that Transaction Cards will be honored by you as required by the Rules. You shall not require a Cardholder, as a condition for honoring a Transaction Card, to sign a statement waiving the Cardholder's right to dispute the transaction with the issuer.

7.2 Sales Transactions. Except for transactions originated by telephone, mail order, or through the Internet, you shall:

- (a) include on a single sales draft all goods and services purchased in the same transaction and enter a description of the goods or services sold and the price thereof (including any applicable taxes) in detail sufficient to identify the transaction;
- (b) enter on the sales draft the date of the transaction;

- (c) obtain the signature of the Cardholder on the sales draft, if required by the Rules;
- (d) compare the signature on the sales draft with the signature on the Transaction Card presented to ascertain that they appear to be the same;
- (e) check the effective date, if any and expiration date on the Transaction Card;
- (f) examine any security features on the Transaction Card;
- (g) deliver to the Cardholder at the time of delivery of goods or performance of service a true and complete copy of the sales draft or credit voucher; and
- (h) ensure that each Cardholder receipt contains the following information:
 - (i) the transaction payment type, e.g. Visa, MasterCard, etc.;
 - (ii) your name, location, and location code;
 - (iii) the account number of the Transaction Card, disguised or suppressed as required by the Rules;
 - (iv) transaction amount;
 - (v) transaction date;
 - (vi) a legend identifying the party to whom it will be delivered, e.g. member copy, merchant copy, Cardholder copy, except as permitted by the Rules; and
 - (vii) authorization code, if applicable.

The Cardholder receipt must also disguise or suppress the expiration date of the Transaction Card as required by the Rules.

7.3 Recurring Transactions; Multiple Sales Drafts.

(a) If you agree to accept a recurring transaction from a Cardholder for the purchase of goods or services which are delivered or performed periodically, the Cardholder shall complete the appropriate application with you as required by the Rules. The application must at a minimum specify the transaction amount(s) charged to the Cardholder's account, the recurring charges, and the duration of time for which such Cardholder's permission is granted. In the event that a recurring transaction is renewed, the Cardholder shall complete and deliver to you a subsequent application for continuation of such goods or services to be charged to the Cardholder's account. A recurring transaction may include the payment of recurring charges such as subscriptions, membership fees, tuition or utility charges. Except as allowed herein, a recurring transaction may not include partial payments made to you for goods or services purchased in a single transaction, nor may it be used for periodic payment of goods or services on which you assesses additional finance charges. The Cardholder's authorization must be retained for the duration of the recurring charges and provided upon request. You must not complete an initial or subsequent recurring transaction after receiving a cancellation notice from the Cardholder or a response that the Transaction Card is not to be honored.

(b) You shall include on any single transaction receipt the entire amount due for each transaction unless: (a) the balance of the amount is paid by the Cardholder at the time of sale in cash, by check, by additional Transaction Cards, or by other means; or (b) all or a portion of the goods or services are to be delivered or performed at a later date, and the Cardholder enters two or more transactions, one of which represents a deposit and the others of which represent payment of the balance and the transaction receipt for the balance is completed only upon delivery of the goods or performance of the services. In the case of delayed payment of the balance due on a transaction, you shall (i) note on the transaction receipt the words "balance" and (ii) not present the "balance" transaction receipt until all of the goods are delivered or the services performed.

7.4 Returns. You shall maintain a fair policy for the exchange and return of merchandise and for adjustment of services rendered and to give proper credit in such circumstances in accordance with the Rules. In such circumstances, you shall prepare and deliver to the Bank, Worldpay, and the Cardholder a properly completed credit voucher. You may limit your acceptance of returned merchandise, provided proper disclosure is made and purchased goods or services are delivered to the Cardholder at the time of the transaction. Proper disclosure by you shall be determined to have been given by printing an appropriate notice (such as "NO REFUND" or "EXCHANGE ONLY") on all copies of the sales draft prior to obtaining the Cardholder's signature thereon. You shall not make cash refunds to Cardholders for transactions utilizing a Transaction Card.

7.5 Obligation to Report Statement Discrepancies. You shall be solely responsible for reviewing your statements from Worldpay (including statements provided online) and for reporting to Worldpay in writing, within 30 days of your receipt (statements provided online shall be deemed received the first day they are available online) of any statement from Worldpay, any underpayments, overpayments, or other discrepancies of any items reflected on such statements or related to the period covered by such statement, including, without limitation, discrepancies between the volume and/or value of transactions that you actually processed during the period indicated by the statement. You acknowledge and agree that Worldpay and the Bank shall not be liable or otherwise responsible to you, and shall have no obligation to reimburse you, for any underpayment to you or other discrepancy that is not reported to Worldpay in writing within 30 days of your receipt of the applicable statement. You acknowledge and agree that you shall reimburse Worldpay and/or the Bank upon demand for any misdirected deposits, duplicate deposits, or inadvertent over payments into any of your bank accounts hereunder, or at the Bank's or Worldpay's election, the Bank or Worldpay may deduct such amounts by ACH debit or other means from your Deposit/Chargeback Account or Reserve Fund.

7.6 Charges to Cardholders. You shall not require any Cardholder to pay any part of the Processing Charges, or to pay any contemporaneous finance charge in connection with a transaction in which a Transaction Card is used, unless permitted by the Rules. You must not request or use a Transaction Card account number for any purpose other than as payment for goods or services provided by you to the Cardholder, except as otherwise permitted in the Rules.

7.7 Fraud. You shall be solely responsible for losses and expenses incurred by the Bank or Worldpay as a result of or arising out of the fraud, gross negligence, or willful misconduct of your employees, contractors, or agents.

7.8 Change of Address. You shall notify the Bank and Worldpay in writing at least 48 hours in advance of any change of address. The Bank and Worldpay shall be entitled to rely on your address shown in the Customer Processing Agreement unless such address is updated in accordance with this Agreement.

7.9 Cardholders. You shall not sell, purchase, provide, or exchange information obtained by reason of an Authorized Card Transaction to any third party other than your agents, the Bank, Worldpay, or the Payment Networks, except as specifically required by law. You shall not make a cash disbursement to any Cardholder (including you when acting as a Cardholder) nor receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.

7.10 Evidence of Authority. Within five days after request by the Bank or Worldpay, you shall submit to the Bank or Worldpay a duly executed corporate or partnership resolution reflecting the authority of your business to enter into this Agreement and the authority of the individual executing this Agreement on behalf of your business to do so.

7.11 Financial Information. You shall provide such financial information as may be requested by Worldpay or the Bank from time to time during the term of this Agreement in order for Worldpay or the Bank to comply with the Rules of any Payment Network or to otherwise enable Worldpay and the Bank to assess your financial condition and the related risk associated with your business. Such financial information may include copies of quarterly and annual financial statements, including, if available, audited statements.

7.12 EBT Required Licenses and Registrations. As applicable, you shall provide Worldpay with appropriate documentary evidence that each of its locations is licensed by the USDA to accept SNAP benefits (each location must have a separate permit) and/or that it has registered with each applicable State to accept TANF benefits.

SECTION 8. CUSTOMER REPRESENTATIONS.

8.1 You hereby represent and warrant to Worldpay and the Bank that:

- (a) You have full legal power and authority to enter into and perform your obligations under this Agreement and that such actions have been duly authorized by you;
- (b) Your facsimile or electronic signature hereon constitutes a valid and binding agreement;
- (c) This Agreement constitutes the legal, valid, and binding obligations of you, enforceable against you in accordance with its terms;
- (d) The transactions transmitted to Worldpay for processing and to the Bank for settlement will represent the indebtedness of the Cardholder in the amount set forth therein for goods sold or services rendered by you and shall not involve any element of credit for any other purpose;
- (e) You shall not transmit Transaction Card information to Worldpay or Bank that represents sales made by any individual or entity other than you;
- (f) You represent that all of the disclosures in the Customer Processing Agreement or other information submitted to the Bank and Worldpay, including, without limitation, the processing assumptions contained on the Customer Processing Agreement, your Internal Revenue Service Tax Identification Number (EIN or SSN), and the business name under which you file taxes are true, accurate and complete and do not omit any information necessary to make such disclosures not misleading to the Bank and Worldpay; and
- (g) As to each transaction receipt delivered to the Bank, and as to the transaction evidenced thereby, the transaction receipt represents a bona fide sale or lease of goods or services or both, originated by you in compliance with this Agreement and the Rules; all transaction receipts are free from any alteration not authorized by the Cardholder; the transaction is in compliance with all applicable laws, rules, and regulations; the indebtedness represented by the transaction receipt has not been pledged as collateral for payment of any indebtedness or obligation of you or any other person; and you have no knowledge or notice of information that would lead you to believe that the enforceability or collectability of the subject transaction receipt, and the transaction evidenced thereby, is in any manner impaired. If a claim or demand is received from a third party by Worldpay or the Bank, indicating that such third party is entitled to all or part of the funds payable by Worldpay or the Bank to you pursuant to this Agreement, and such claim includes documentation that appears to support such claim or demand in Worldpay's and Bank's commercially reasonable discretion, Worldpay or the Bank shall be entitled to hold (or interplead into a court of competent jurisdiction) all such funds until the valid owner of the funds is determined, either by Worldpay and Bank (in their commercially reasonable discretion) or by a court of competent jurisdiction, and disburse funds in accordance with such determination. Neither Worldpay nor Bank shall be liable for any damages for taking any action in accordance with the foregoing sentence.
- (h) With respect to EBT transactions: (i) each of your locations shall be appropriately licensed, as applicable, by the USDA to accept SNAP benefits and by each applicable State to accept TANF benefits; and (ii) you agree to secure and maintain all necessary licenses or permits required to lawfully accept an EBT card for payment of its good and services.

8.2 Credit Review Approval Required. You understand that the Customer Processing Agreement may be rejected or terminated by Worldpay or the Bank if you are not approved by the Bank's and Worldpay's credit and risk departments and that a consumer report of each of the officers, partners, or owners of your business may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

SECTION 9. INDEMNIFICATION, DISCLAIMER, LIMITED LIABILITY.

9.1 Indemnification. You shall indemnify and hold the Bank and Worldpay and their respective agents, officers, directors, employees, and affiliates harmless from and against any and all claims, demands, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by either of them arising out of any breach by you of the terms of this Agreement or arising from any act or omission by you which violates any applicable federal, state, local, or other laws, rules, or regulations or which violates any of the Rules. The Bank and/or Worldpay may defend any such claims or demands made against either of them or request you to take up such defenses.

9.2 Disclaimer of Warranties. THE PRODUCTS AND SERVICES SOLD HEREUNDER ARE SOLD "AS IS" AND "WHERE IS". OTHER THAN ANY THIRD PARTY MANUFACTURER'S OR THIRD PARTY SERVICE PROVIDER'S WARRANTIES WHICH MAY BE PASSED THROUGH TO YOU, IF ANY, WORLDPAY AND THE BANK MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE.

9.3 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE FINANCIAL RESPONSIBILITY OF WORLDPAY AND THE BANK FOR ANY FAILURE OF PERFORMANCE BY WORLDPAY OR THE BANK UNDER THIS AGREEMENT EXCEED THE FEES OR CHARGES PAID TO WORLDPAY BY CUSTOMER FOR THE TRANSACTION OR ACTIVITY THAT IS OR WAS THE SUBJECT OF THE ALLEGED FAILURE OF PERFORMANCE AND IN ANY EVENT, SUCH FINANCIAL RESPONSIBILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND CHARGES PAID TO WORLDPAY PURSUANT TO THIS AGREEMENT IN THE THREE MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OF LIABILITY. FOR PURPOSES OF THIS SECTION 9.3, FEES OR CHARGES OF THE PAYMENT NETWORKS OR OTHER THIRD PARTIES PASSED THROUGH TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF FEES AND CHARGES PAID TO WORLDPAY. IN NO EVENT SHALL THE BANK, WORLDPAY, OR THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR CLAIMS BY CUSTOMER OR ANY THIRD PARTY RELATIVE TO THE TRANSACTIONS OR ACTIVITIES HEREUNDER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 10. TERM, TERMINATION.

10.1 Term. Subject to Section 8.2 above, this Agreement shall be binding upon the parties when you execute this Agreement, including execution by manual signature, electronic signature, or by clicking "I agree" or words of similar import. This Agreement shall continue in effect for the number of years noted on the Customer Processing Agreement, beginning as of the date on which your account with Worldpay is activated (the "Activation Date"). Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless either (i) you elect to terminate as of the expiration of the then current term by giving written notice of non-renewal to Worldpay and the Bank at least 90 days before the expiration of the then current term, or (ii) Worldpay or the Bank elects to terminate by giving written notice to you before the expiration of the then current term. To the extent, as an accommodation to you, Worldpay or the Bank provides you with services pursuant to this Agreement either before or after the effective date of this Agreement, the terms of this Agreement shall apply to such transactions.

10.2 Termination Without Notice. Worldpay or the Bank may terminate this Agreement or any Addendum without notice, at any time as a result of any of the following events: (a) any noncompliance by you with this Agreement or any Addendum or the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings involving you or an affiliated entity or individual; (c) Worldpay or the Bank deems you to be financially insecure; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks or you are listed on the MATCH (Member Alert to Control High Risk Merchants) listing maintained by MasterCard; (e) you materially alter the nature and type of business you conduct, or (f) Worldpay or the Bank is prohibited by applicable law or the Payment Networks from conducting business with you or your principals. In the event of your bankruptcy, insolvency, or other suspension of business operations, you shall not, except pursuant to court order or other requirement under applicable law, sell, transfer, or disclose any materials that contain Cardholder data to third parties, and you shall either immediately return the Cardholder data to Worldpay and the Bank or provide acceptable proof to Worldpay and the Bank that the Cardholder data has been properly destroyed.

10.3 Termination With Notice; Early Termination. In the event Worldpay or the Bank breaches any of the provisions of the Payment Services Agreement or any Addendum and fails to cure such breach within 30 days of receipt of written notice from you specifying such breach, you may terminate the Payment Services Agreement or the applicable Addendum which was breached immediately at the expiration of the 30 day cure period. If, prior to the end of the initial term, (a) you terminate the Payment Services Agreement (or if the only services that you are receiving from Worldpay and Bank are pursuant to an Addendum, you terminate an Addendum) without cause, or (b) Worldpay or the Bank terminates this Agreement or any Addendum pursuant to Section 10.2 of the CPA Terms, or (c) you sell all or substantially all of your business' assets and this Agreement is not assigned to and assumed by the acquirer of such assets (collectively, an "Early Termination"), then you shall pay to Worldpay, as an early termination fee, an amount equal to (a) \$295.00 per location if such Early Termination occurs on or prior to the first anniversary of this Agreement, (b) \$195.00 per location if such Early Termination occurs after the first anniversary of this Agreement and before the second anniversary of this Agreement, or (c) \$95.00 per location if such Early Termination occurs on or after the second anniversary of this Agreement and before the third anniversary of this Agreement.

If, prior to the end of the initial term, you remove or fail to process with Worldpay and the Bank transactions that are conducted at all of your locations (as required by Section 11.1 of the CPA Terms), then Worldpay may elect to keep this Agreement in place but you shall pay to Worldpay the applicable Early Termination fee for each such location. The parties agree that the damages that would be incurred by Worldpay as a result of any Early Termination are difficult to calculate, and the early termination fee described above is intended as a reasonable approximation of such damages and not as a penalty. Such termination fee may be off set against amounts otherwise due to you hereunder or may be deducted (by ACH debit or other electronic means) from the Deposit/Chargeback Account or Reserve Fund by the Bank and Worldpay. Payment of any termination fee hereunder shall be Worldpay's and the Bank's sole remedy with respect to such Early Termination of the Agreement or a location, as applicable, provided the foregoing shall not be deemed to waive the Bank's or Worldpay's (i) rights to payment of any Processing Charges, Chargebacks, or other amounts payable hereunder that pertain to the period during which Worldpay and the Bank processed or settled transactions for you under this Agreement, (ii) rights or remedies with respect to any violation of this Agreement by you other than the breach associated with the Early Termination, (iii) rights under Section 5.4 of the CPA Terms to the extent you continue to process with Worldpay and Bank with respect to some, but not all, of your locations and the anticipated volume associated therewith is materially different than the anticipated volume shown on this Agreement, or (iv) rights under Section 11.12, if applicable. Your obligation to pay such early termination fee shall survive any termination of this Agreement. Termination of services under any Addendum shall not affect or terminate the services provided pursuant to the Payment Services Agreement or any other Addendum, provided if Worldpay or the Bank terminates services under an Addendum for any reason, Worldpay and Bank shall have the right to terminate their obligation to provide services under the Payment Services Agreement or any other Addendum. Termination of the Payment Service Agreement shall automatically terminate the Addendum – Terms and Conditions of Security Programs, Addendum – Terms and Conditions of Wireless Services, and Addendum – Terms and Conditions of ACH Services.

10.4 Additional Rights. Upon any termination of this Agreement, the Bank shall determine and the Bank, or Worldpay on behalf of the Bank, may notify you of the estimated aggregate dollar amount of your Processing Charges, Chargebacks, refunds, and other obligations and liabilities under this Agreement that the Bank and Worldpay reasonably anticipate may become due subsequent to termination (the "Estimated Exposure Amount"), and you shall immediately establish, replenish, or increase a Reserve Fund to the Estimated Exposure Amount by depositing the necessary amount with the Bank, or the Bank, at the Bank's option, may withhold such necessary amounts from credits due to you, may debit your Deposit/Chargeback Account for such necessary amounts, or may utilize the funds in any existing Reserve Fund, if applicable. The Bank is authorized to hold such funds for a reasonable period not to exceed the later of ten months after termination of this Agreement or the length of time applicable laws, rules, or regulations or the Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and Worldpay and the Bank may receive out of such funds those amounts that are or become due to Worldpay and the Bank pursuant to this Agreement.

10.5 Survival. The obligations of all parties hereto incurred prior to the effective date of termination of the Agreement or any Addendum or arising from transactions processed or services performed prior to such termination shall survive the termination of the Agreement or Addendum, as applicable. Without limiting the generality of the foregoing, you shall be liable both before and after termination of the Agreement or Addendum, as applicable, for all Chargebacks, Processing Charges, and other amounts payable pursuant thereto relating to card transactions processed or settled, or services performed by Worldpay or the Bank for you, prior to such termination and for all of your obligations, warranties, and liabilities pertaining to the period during which Worldpay and the Bank processed or settled transactions or performed services for you under this Agreement or any Addendum, regardless of whether you have paid an early termination fee under Section 10.3 above. In addition to the foregoing, and in addition to those sections of this Agreement which by their terms or nature survive, Sections 2, 4.4, 4.7, 4.8, 6.5, 6.6, 6.7, 7.4, 7.5, 7.7, 8.1, 9.1, 9.2, 9.3, 10.4, 10.5, 11.2 through 11.10, 11.11 (last sentence only), 11.12, 11.13, 11.14 (last sentence only), 11.16 (last two sentences only), 11.17 (last sentence only), and 11.18 of these CPA Terms shall survive any termination or expiration of this Agreement.

SECTION 11. GENERAL PROVISIONS.

11.1 Exclusivity. You agree that throughout the term of this Agreement, you will not use the services of any bank, corporation, entity, or person other than Worldpay and the Bank to provide services similar to those contemplated in this Agreement.

11.2 Assignment; Binding; No Third Party Beneficiaries. You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of the equity interests of your business such that the holders of the equity interests as of the date you sign your Customer Processing Agreement do not own more than 50% of the equity interests of your business immediately after such transfer shall be deemed an assignment of this Agreement. The Bank may assign this Agreement without your consent. Worldpay may assign its rights and obligations under this Agreement to another transaction processor approved by the Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or permitted assigns. This Agreement will not confer any rights or remedies upon any person or entity other than the Bank, Worldpay, and you.

11.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In connection with any dispute relating to this Agreement, you and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Atlanta, Georgia or Fulton County, Georgia.

11.4 Attorneys' Fees. In the event the Bank or Worldpay shall employ legal counsel or bring an action at law or other proceeding against you to enforce any of the terms, covenants, or conditions of this Agreement, you shall pay to the Bank and/or Worldpay its reasonable attorneys' fees and costs so incurred.

11.5 Maintenance of Records by Electronic Means. You understand and acknowledge that Worldpay and the Bank, in the ordinary course of their regularly conducted business activities, may keep or maintain certain of its business records and documentation by scanning such records and documents so as to create a photographic or other image or representation of same that may be stored by electronic means and, if necessary, subsequently reproduced in paper form. You hereby waive any objection to Worldpay's and the Bank's maintenance and/or reproduction of such records and documents in this manner, and you further agree that you shall not challenge or contest the authenticity or admissibility of same on such grounds in any legal action or proceeding. The signatures to this Agreement may be evidenced by facsimile copies reflecting the party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such party as if it were an original signature.

11.6 Notices. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be sent by (a) Priority U.S. mail, return receipt requested, (b) personal delivery including Federal Express, DHL, UPS, or other reputable express courier services, or (c) facsimile, provided written confirmation of receipt is received, return receipt requested and a copy is sent by either the method described in (a) or (b). Notices shall be addressed to the Bank at Citizens Bank, N.A., 1 Citizens Plaza, Providence, Rhode Island 02903, Attention: Senior Counsel, Business Services Legal; to Worldpay at Worldpay US, Inc., 201 17th St., NW, Suite 1000, Atlanta, Georgia 30363, Attention: Legal Department, Fax 678-587-2244; and to you at your address shown in the Customer Processing Agreement; or such other address as shall be provided by the Bank, Worldpay, or you in writing, to the other (and if you update your address in the merchant portal, Worldpay and Bank may use such address for all notices to you). Except as otherwise provided in this Agreement, notices shall be effective upon actual receipt. Notwithstanding the foregoing, you agree that notices sent in the following manner shall also be deemed to constitute written notice under the terms of this Agreement: (i) if you receive written statements, notices may be sent to the address provided by you for the receipt of statements and may be included with such statements, and (ii) if you receive electronic statements via the online account that Worldpay provides to you, notices may be sent by making such notice available at such online account, and in each of the foregoing instances, notices shall be effective when sent. Further, you agree that notices may include a link or direction to an on-line address, which shall be deemed to be effective if included within a notice that is delivered pursuant to any of the methods described in this Section 11.6.

11.7 Confidentiality. You acknowledge that each of Worldpay's and the Bank's businesses is highly competitive and that its respective books, records, and documents, its technical information concerning its products, equipment, services, and processes, procurement procedures and pricing techniques, the names or other information (such as credit and financial data) concerning the Cardholders, Worldpay, and the Bank, whether provided or received by you pursuant to the Payment Services Agreement or any Addendum, all comprise confidential business information and trade secrets of Worldpay and the Bank which are valuable, special, and unique assets of Worldpay and the Bank, which each uses in its business to obtain a competitive advantage over its competitors, which do not know or use this information, or have access to it (collectively, "Worldpay/Bank Protected Information"). You further acknowledge the protection of Worldpay/Bank Protected Information against unauthorized disclosure and use is of critical importance to Worldpay and the Bank in maintaining their respective competitive positions. Accordingly, you hereby agree that neither you, nor any of your employees or agents, will make any unauthorized disclosure of any Worldpay/Bank Protected Information, or make any use thereof, except for the benefit of, and on behalf of, Worldpay and the Bank in accordance with this Agreement. All Worldpay/Bank Protected Information received by you and/or your employees or agents from Worldpay or the Bank shall be treated as confidential and only those disclosures as may be necessary in accordance with this Agreement may be made and then only to the extent necessary. The provisions of this Section 11.7 shall be effective during the term of this Agreement and for a period of two years thereafter, provided with respect to Worldpay/Bank Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 11.7 shall continue in effect for the longer of (i) two years after the termination of the Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all Cardholder data shall be protected in accordance with applicable law and the Rules.

With respect to confidential or proprietary information that is (a) provided by you to Worldpay or the Bank pursuant to this Agreement or as part of the application process or (b) received by either of them from you in the course of their performance of services for you ("Information from You"), Worldpay and the Bank each agrees that it shall not disclose any such Information from You in violation of the Rules or applicable laws, rules, and regulations. Subject solely to Worldpay's and the Bank's foregoing obligation to protect Information from You in accordance with applicable law and the Rules, you understand and agree that Worldpay and the Bank may disclose or use Information from You, and in furtherance thereof, you hereby grant Worldpay and the Bank a royalty-free, non-exclusive, perpetual license to copy, use, or sub-license or otherwise distribute such Information from You, in any discrete or aggregated form (including data formulated from such data), (i) incidentally as part of the performance or development of existing or new services, products, or programs for customers of Worldpay, the Bank, their non-affiliated marketing partners, referral partners, business partners, or third party vendors or service providers (collectively, "Sharing Parties"), or their respective affiliates, including the performance of analytics services for customers, (ii) for the purposes of analyzing trends and improving the offerings of Worldpay, the Bank, the Sharing Parties, or their respective affiliates, (iii) in order to promote the services of Worldpay, the Bank, the Sharing Parties, or their respective affiliates, including, without limitation, the right to contact you, including by email, regarding new services or products, promotions, advertising campaigns, contests, special offers, or other similar events or activities, and (iv) in connection with the development of existing or prospective non-affiliated third party business relationships. Any person (including you) providing permission to obtain or disclose information in connection with this Agreement hereby releases and waives any right or claim arising out of or related to such disclosure, including defamation claims, even if the information that is disclosed is incorrect or incomplete. You acknowledge that your business name and the name of your principals may be reported to MATCH and hereby consent to such reporting, and waive and hold Worldpay harmless from all claims and liabilities you may have as a result of such reporting.

11.8 Force Majeure. Worldpay and the Bank shall not be liable for delays in authorization, processing, settlement, or other non-performance under the Payment Services Agreement or any Addendum caused by such events as fires, telecommunications, or utility or power failures, equipment failures, labor strife, riots, war, non-performance of Worldpay or the Bank's vendors or suppliers, acts of God, or other causes over which Worldpay and the Bank have no reasonable control.

11.9 Entire Agreement; Modification, Waiver; Section References. This Agreement constitutes the entire understanding of Worldpay, the Bank and you with respect to the subject matter hereof and supersedes and terminates all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. This Agreement applies to the processing of Transaction Card sales using Worldpay's "Lynk" platform, and to the extent Customer has a separate agreement with Worldpay relating to the use of any other Worldpay platform such agreement shall not be terminated hereby, but this Agreement shall control with respect to Customer's use of the "Lynk" platform. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No Worldpay sales representative is authorized to make any change to the Agreement. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion. Worldpay and the Bank shall have the right to modify the terms and conditions of this Agreement, including any Addendum, which right shall include, without limitation, the ability to modify, amend, or supplement the fees set forth on the Customer Processing Agreement, by providing notice thereof to you (the "Change Notice"). The Change Notice may direct you to a link or on-line address that contains an updated version of these CPA Terms. Such modifications, amendments, or supplements shall become effective upon the date stated in the Change Notice, provided the date shall not be fewer than 15 days after the date of the Change Notice, unless the notice relates to a change in the Rules made by the Payment Network, a change in the fees charged by the Payment Networks, or a change in applicable laws, rules, or regulations (collectively, a "Third Party Change"), in which case the modification, amendment, or supplement shall be effective upon the earlier of the date stated in the Change Notice or upon the date the Third Party Change is or was implemented by the Payment Network or applicable governing authority. In the event of any modification of this Agreement by Worldpay or the Bank as contemplated in this Section 11.9, you shall have the right to terminate the Payment Services Agreement or the Addendum which was amended, without the payment of any early termination fee otherwise payable pursuant to Section 10.3 of these CPA Terms, by providing written notice thereof to Worldpay and the Bank, provided such notice must be given within 15 days following the date of the Change Notice, and provided further, no such right to terminate shall apply in the event the modification relates to a Third Party Change. For the avoidance of doubt and as an example, in the event a Change Notice is given (excluding a Third Party Change) with respect to the Addendum – Terms and Conditions of Gift Card Services, you may terminate your election to utilize Gift Services, if a Change Notice is given (excluding a Third Party Change) with respect to the Addendum - Terms and Conditions of Security Programs, you may terminate your participation in the security program, etc.; however, the issuance of a Change Notice related to any one Addendum shall not permit you to terminate the Payment Services Agreement or any other Addendum not amended. Worldpay reserves the right to terminate the provision of any of its ancillary services, i.e. services other than the processing and settlement of Transaction Cards, by providing you written notice thereof, which shall, for purposes of this Section 11.9, be considered an amendment of the related Addendum. You further understand that the point of sale terminals, readers, gateways, software, and other products or services that are used in connection with the processing and settlement of Transaction Cards and that are offered or supported by Worldpay or that are certified as compatible with Worldpay's platform may change and may be updated from time to time, and any such update to such Supported Products shall not be considered an amendment of this Agreement for purposes of this Section 11.9. Unless otherwise specified, a reference in the CPA Terms to a section means a section of the CPA Terms, and a reference in an Addendum to a section means a section of that respective Addendum.

11.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

11.11 Marks. From time to time, Worldpay may provide you with materials that include Worldpay's or a Payment Network's name, logo, trademarks, and/or service marks ("Marks"). You shall only use such materials and Marks in accordance with guidelines and other instructions that Worldpay provides to you from time to time and the Rules. Upon the termination or expiration of this Agreement, or at any such earlier time as Worldpay may request, you will cease using such materials and Marks and will, as directed by Worldpay, return to Worldpay or destroy all materials containing the Marks.

11.12 Promotional Items. In the event you (a) receive bonuses, credits, or free or discounted equipment, services, or similar items (a "Promotional Item") from Worldpay or the Bank and (b) either (i) terminate this Agreement without Cause prior to the first anniversary of the Activation Date, (ii) fail to process with Worldpay and the Bank in accordance with the requirements of this Agreement during such one-year period, or (iii) fail to meet the qualification or eligibility requirements associated with such Promotional Item, then you shall be obligated to pay Worldpay and the Bank (A) with respect to a bonus or credit, the amount of the bonus or credit, or (B) with respect to free or discounted equipment, services, or similar items, Worldpay's standard price for such equipment, service or item, less the discounted amount paid, if any, by you for each such Promotional Item, and Worldpay and the Bank shall have the right to off set amounts due under this Section 11.12 against amounts otherwise due to you hereunder or may deduct such amounts (by ACH debit or other electronic means) from the Deposit/Chargeback Account or any Reserve Fund held by the Bank and Worldpay. The rights set forth in this Section 11.12 are in addition to such rights as the Bank and Worldpay may have under Section 10.3.

11.13 Relationship of Agreement and Addenda; Conflicts. The CPA Terms shall apply to all services, products, and programs described in any Addendum, including, without limitation, confidentiality obligations, disclaimer of warranties, limitations on liability, indemnification obligations, obligations to report statement discrepancies, and the terms included in the General Provisions section. Capitalized terms that are used in an Addendum have the meanings set forth in the CPA Terms unless otherwise defined in that Addendum. In case of any conflict between the terms of the Payment Services Agreement and any Addendum, the terms of the Addendum will apply solely with respect to the services provided under that Addendum. In the case of any conflict between the

terms of various Addenda, the terms of each respective Addendum will apply solely with respect to the services to be provided under that Addendum.

11.14 Accelerated Settlement Programs. To the extent you qualify for and participate in Worldpay's next business day, weekend, or similar accelerated settlement programs, you understand and agree that settlement of such funds is subject to Worldpay's and Bank's timely receipt of funds from the Payment Networks, is subject to Worldpay's and Bank's normal transaction risk review, and is inapplicable to card types settling directly with you. Availability of funds deposited into your account is subject to your local bank's policies. Settlement obligations are subject to bank holidays and to the other terms and conditions of these CPA Terms. Worldpay may establish required batch times in order for you to qualify for accelerated funding programs and your failure to batch by such times for 30 days may result in a change of your funding times. Worldpay recommends that you batch transactions at least 15 minutes prior to any stated required batch time. Amendment of Worldpay's criteria to participate in or rules associated with its accelerated settlement programs will not constitute an amendment to the Agreement that allows you to terminate this Agreement as contemplated in Section 11.9 of these CPA Terms. In no event shall Worldpay or the Bank be liable to you for monetary damages associated with failure to meet accelerated settlement times.

11.15 WEX Services. If you select Wright Express services, you are selecting Worldpay's Wright Express Direct ("WEX Direct") service. Under WEX Direct: (i) WEX has no direct obligation to you (and WEX will not separately invoice you for any transaction fees); and (ii) you must comply with, and WEX Transactions are subject to, the WEX Card Sales Procedures and the WEX Merchant Chargeback Guide made available to you by Worldpay, as may be amended from time to time by WEX, which procedures and guides shall be considered Rules as defined herein.

11.16 Worldpay Web-Based Services. In the event you (a) elect to receive any of Worldpay's web based software tools or services such as "Virtual Terminal", "VT", "VT Payments", or any of Worldpay's online merchant or gateway portals ("Web-Based Tools"), or (b) otherwise utilize any other software provided by Worldpay such as the Worldpay Mobile application (the "Worldpay Software"; the Web-Based Tools and Worldpay Software are referred to collectively as the "Web-Based Services"), you agree to use such Web-Based Services in accordance with this Agreement and all terms, instructions, and operating guidelines that may be made available by Worldpay from time to time. Subject to this Agreement, Worldpay grants a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to access and use the Web-Based Services solely in connection with payment processing services provided by Worldpay and Bank to you. Worldpay may terminate or suspend your rights under this Agreement to use the Web-Based Services immediately and without notice if you fail to comply with any term or condition applicable to the use of such Web-Based Services or if the Agreement is terminated or services under it are suspended. You acknowledge that you do not have the right to reverse engineer, decompile, disassemble, translate, copy, modify, alter, or otherwise change any product or service provided to you by Worldpay or Bank, including any software available via the Web-Based Services. Upon termination or suspension of these rights, you must immediately cease using the Web-Based Services. Services provided pursuant to the Web-Based Services are subject to the terms and conditions of this Agreement.

In connection with your use of the Web-Based Services, Worldpay may provide you with passwords and the ability to set up your employees or independent contractors as users with permission to access the Web-Based Services ("Users"). You agree to keep the passwords confidential and shall share such passwords with only those individuals authorized by you to conduct activities on behalf of your business. You shall be responsible for all actions taken by your Users (or others who gain access to the Web-Based Services via the passwords issued to you or your Users). If at any time you believe that the confidentiality of your passwords may have been compromised, you shall notify Worldpay immediately. You agree that you will use the Web-Based Services solely as permitted by this Agreement or any click through or similar agreement executed by you in connection with your use of the Web-Based Services and will not permit any third party to use its your account or passwords except as specifically permitted by this Agreement.

You are responsible for ensuring accurate set-up and configuration of your Web-Based Services, including responsibility for configuration settings and optional settings and services available as part of the Web-Based Services. Should Worldpay provide services for setting configuration values on your behalf, whether for a fee or as a complimentary service, you retain the responsibility for accuracy and verification of data.

You acknowledge that (i) certain additional services (the "Premium Services") may available through the use of the Web-Based Services, (ii) some of the Premium Services available at the Web-Based Services are provided by third parties, and (iii) additional agreements may be required between you and such third party in order for you to access such services, which agreements may include payments from you to such third party provider, (iv) the third party provider may require you to pass credit and underwriting criteria and such third party provider may elect to provide (or decline to provide) such Premium Services in its sole discretion, and (v) fees charged by Worldpay for the use of the Premium Services may be quoted in the portal(s) related to the Web-Based Services. You agree that to the extent you elect to receive such Premium Services by clicking "Accept" or "Agree" or words of similar import, the provision of your access to such Premium Services shall be subject to the terms and conditions of this Agreement, subject to the payment of any fees quoted at the Web-Based Services, which shall be deemed incorporated herein. You further acknowledge that Worldpay makes no representations or warranties regarding the performance of any products or services provided by third parties that may be accessible via the Web-Based Services, and shall have no liability to you with respect to the performance, or failure to perform, or total or partial unavailability of, such services by such third party provider or the decision by the third party provider to accept or decline to accept you for Premium Services.

11.17 Fraud and Risk Tools. You acknowledge that certain fraud and risk tools may be available as a part of your processing or gateway services. These fraud and risk tools may be configured by you to provide notification to you of various activities related to your processing activity in order to assist you in formulating a risk assessment related to such activity, but the tools are not a

substitute for your own professional judgment. You acknowledge and agree that such risk assessment shall be your sole responsibility, and Worldpay shall have no liability for the consequences or accuracy of your risk assessment or any action taken by you as a result of such risk assessment.

11.18 Intellectual Property Rights. Worldpay, its affiliates, and its licensor(s) retain all right, title, and interest in and to all intellectual property rights associated with, and/or utilized in or by, the services provided pursuant to this Agreement, including the Web-Based Services, and any changes, improvements, or modifications to such materials or derivative works thereof.

11.19 Equipment/Applications for Mobile Solutions. If you utilize one of Worldpay's mobile solutions, you acknowledge that you are responsible for providing (a) your own compatible mobile device, (b) voice-data wireless service for your mobile device, and (c) a compatible mobile encryption card reader. Encryption card readers may be purchased through Worldpay or from a third party provider. You understand that in order to use the encryption card reader you will need to download the applicable free mobile application to your mobile device in order to use it as a payment device, and you understand that additional terms and conditions may apply regarding the use of this application and the related services.

ADDENDUM - TERMS AND CONDITIONS OF SECURITY PROGRAMS

The following terms and conditions shall apply to your participation in the PCI Program or the Security Encryption Program offered by Worldpay and the Bank.

SECTION 1. DEFINITIONS.

The following capitalized terms shall have the meanings set forth below when used in this Addendum:

“Account Compromise Event” means the actual or suspected unauthorized access to and use of Cardholder Information, arising out of your possession of or access to such Cardholder Information. All access or use resulting from the same, continuous, related, or repeated events or which arise from the same, related, or common nexus of facts, will be deemed to be one Account Compromise Event. Absent a specific determination included in a forensic audit to the contrary, all unauthorized access or use occurring during the period covered by the forensic audit shall be deemed to have resulted from a common nexus of facts.

“Alternative Validation Documents” shall have the meaning set forth in Section 2.3 of this Addendum.

“ASV” shall have the meaning set forth in Section 2.3 of this Addendum.

“Cardholder Information” means the data contained on a Transaction Card, or otherwise provided to a merchant, that is required by the Payment Network in order to process, approve, and/or settle a transaction utilizing the Transaction Card.

“Eligible Indemnification Costs” mean the following five types of costs arising as a result of an Account Compromise Event: (a) the costs of conducting any forensic audit required by a Payment Network in connection with the Account Compromise Event, subject to the limitations set forth in Section 5.1 of this Addendum, (b) the costs of a qualified security assessor to initially validate your business as compliant immediately following the Account Compromise Event, (c) fines and assessments imposed by a Payment Network in connection with the Account Compromise Event, (d) the costs incurred by the bank that issued the Transaction Cards involved in the Account Compromise Event in connection with the replacement of the Transaction Cards, and (e) charges assessed by the Payment Networks in connection with Cardholder claims resulting from unauthorized use, fraudulent activity, and/or operational expenses incurred by issuers in connection with access to the Cardholder Information involved in the Account Compromise Event, provided the foregoing five types of costs shall only be included in the definition of Eligible Indemnification Costs to the extent (i) you are required to indemnify Worldpay and Bank for such costs under the terms of your Payment Services Agreement with Worldpay and Bank, and (ii) the costs are incurred by Worldpay or Bank in connection with an Account Compromise Event involving you.

“Encryption Keys” mean special keys for encryption of card track data in connection with use of Worldpay’s Point-to-Point Encryption Solution. Supported Payment Terminals must be injected with a Worldpay specific encryption key in order for Worldpay to be able to decrypt transactions submitted to Worldpay for processing.

“Indemnification Waiver” means Worldpay’s and Bank’s agreement to waive indemnification as described in Section 5 of this Addendum.

“PCI Program” means the program described in Section 2.1 of this Addendum.

“Point-to-Point Encryption Solution” is a combination of products and services that enhance the security of processing transactions as follows: Payment card track data for Supported Transaction Types is encrypted at a Supported Payment Terminal utilizing the Point-to-Point Terminal Application and is sent to Worldpay. Worldpay decrypts such data utilizing a VeriFone-approved decryption appliance before further payment processing of such transaction by Worldpay. Worldpay’s Point-to-Point Encryption Solution is powered by VeriFone’s VeriShield Protect Solution.

“Point-to-Point Terminal Application” consists of VeriFone’s hardware assembly and firmware applications suite for Supported Payment Terminals that provide encryption functionality for Supported Transaction Types using the Supported Payment Terminals.

“Portal” means the on-line portal made available to you as part of this Security Program

“Portal Sublicense” shall have the meaning set forth in Section 3.1(a) of this Addendum.

“Portal Terms of Use” shall have the meaning set forth in Section 3.1(d) of this Addendum.

“Security Encryption Program” shall mean the security program described in Section 2.2 of this Addendum.

“Supported Payment Terminal” means certain point of sale devices which are specified by Worldpay from time to time as being devices on which Worldpay’s Point-to-Point Encryption Solution is then currently supported. The Supported Payment Terminals must have the appropriate Point-to-Point Terminal Application and Encryption Keys installed in order to enable the encryption functionality. A point of sale device that you use and that otherwise qualifies as a Supported Payment Terminal will cease to be a Supported Payment Terminal if it is not used in accordance with instructions provided by Worldpay or the terminal manufacturer. In the event a Supported Payment Terminal displays “Tamper Detect Error” or a similar message, stop using the terminal immediately

(it is no longer considered a Supported Payment Terminal) and contact the Worldpay Help Desk immediately to replace your terminal. **WARNING:** In some cases, the tampered terminal will continue to operate after the "Tamper Detect Error" appears even though no transactions, including Supported Transaction Types, are encrypting. If the terminal stops printing "Transaction Encrypted by Worldpay" on the receipt, it is a signal that the Supported Transaction Types are NOT being encrypted, and you should call the Worldpay Help Desk immediately.

"Supported Transaction Type" means credit, debit, EBT, Worldpay Gift, and Worldpay Rewards card transactions when swiped or manually entered into the terminal. Supported transaction types will print "Transaction Encrypted By Worldpay" on receipts. Third-party transactions, including American Express Reverse PIP, check authentication data, non-Worldpay gift and rewards cards, and cards that do not use the Luhn algorithm to calculate the check digit or have extended expiration dates, are not considered supported transaction types.

"VeriFone" means VeriFone, Inc.

SECTION 2. SECURITY PROGRAMS OFFERED.

This Section 2 describes the benefits associated with the PCI Program and the Security Encryption Program.

2.1 PCI Program. Under this security program, your benefits are:

(a) Portal Access and Related Services – You will have access to the Portal, which will enable you to report on and provide attestation of your PCI compliance. The services currently associated with the Portal include (i) an on-line self assessment questionnaire and process for completing attestation of compliance, (ii) a compliance dashboard that indicates the status of your PCI compliance reporting activities, (iii) a compliance maintenance task scheduler that will allow you to keep track of when additional PCI compliance tasks are required, (iv) tools to conduct network vulnerability scans, and (v) the ability to obtain assistance via email or telephone if you need assistance with the Portal or with completing the PCI attestation process.

(b) Fraud Management Services – A fraud manager will provide you with up to 25 hours of assistance in responding to any investigation related to an Account Compromise Event and resolving related issues.

(c) Indemnification Waiver - You will be entitled to a \$50,000 waiver of your indemnification obligations with respect to an Account Compromise Event. The specific terms and conditions of this waiver are set forth in Section 5 below. Please review them carefully.

(d) Educational Information – You will have access to any educational webinars conducted by Worldpay for its merchants related to compliance with Data Security Guidelines.

2.2 Security Encryption Program. This security program is available to our customers who elect to utilize Worldpay's Point-to-Point Encryption Solution on one or more of their Supported Payment Terminals. Under this security program, you will receive ALL of the benefits of the PCI Program described above, PLUS you will receive an additional \$50,000 indemnification waiver (for an aggregate of \$100,000 waiver), which will apply if and to the extent a forensic audit determines that an Account Compromise Event occurs as a result of the failure of Worldpay's Point-to-Point Encryption Solution to encrypt card track data when a Supported Transaction Type is properly entered into a Supported Payment Terminal as described in this Addendum and in accordance with any instructions provided in connection with Worldpay's Point-to-Point Encryption Solution. Again, the specific terms and conditions of this waiver are set forth in Section 5 below.

2.3 Getting Started; Requirement to Validate. You will receive a communication (which may be electronic) from Worldpay which will instruct you how to use and access the Portal and related security program services. You understand that you are required to validate your PCI compliance on a periodic basis. The initial required validation date is 90 days after the date you execute your Customer Processing Agreement. If you do not validate your PCI compliance before any required validation date by (a) completing the on-line process (available via the Portal) or (b) uploading to the Portal (i) a copy of your completed self assessment questionnaire, Attestation of Compliance, and scan results from a company designated as an Approved Scanning Vendor ("ASV") by the PCI Council or (ii) a certificate of compliance issued by a PCI approved security assessor that confirms the dates you passed your scan and completed your self assessment questionnaire and attestation (the documents in (b) are referred to as the "Alternative Validation Documents"), you will be subject to Worldpay's then-current monthly non-compliance fee, which is applied on a per location until such validation is completed. This fee is in addition to any other rights or remedies Worldpay or Bank may have under the Payment Services Agreement. If your ASV has indicated quarterly scans are not required, as part of your Alternative Validation Documents you must include a copy of the ASV's opinion to that effect.

2.4 Previous Validation with a Third Party. If in the year you execute your Customer Processing Agreement, you have already validated your PCI compliance with another PCI Council approved security assessor or you wish to use a different company to assist with your reporting and validation requirements, and you upload to the Portal a copy of your Alternative Validation Documents within 60 calendar days after the date of your Customer Processing Agreement, then all fees paid by you for the security program that you selected will be credited to you (and you will no longer be a participant in nor receive the benefits of the security program that you selected, including without limitation, the indemnification waiver), and such additional future fees will be waived. If you subsequently use the Portal (other than to upload your Alternative Validation Documents), you will be charged our then current fees for participation in the PCI Program (and will be a participant therein).

SECTION 3. TERMS AND CONDITIONS APPLICABLE TO BOTH SECURITY PROGRAMS.**3.1 Sublicense to Use Portal.**

(a) During the term of your Payment Services Agreement, Worldpay grants to you a limited, personal, non-transferable sublicense to use the Portal (the "Portal Sublicense") for the sole purpose of helping you test and validate your PCI compliance (subject to the restrictions set forth in the following paragraph) or uploading to the Portal your Alternative Validation Documents, as the case may be.

(b) You acknowledge that except for the Portal Sublicense granted above, you have no right to market, distribute, sell, assign, pledge, sublicense, lease, or otherwise transfer to any third party your rights to access or use the Portal. You agree that you shall not reverse engineer, decompile, disassemble, translate, modify, alter, create any derivative works based upon, or change the Portal, or any part thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in the Portal or any part thereof, without the prior express written consent of Worldpay and any third party that powers the Portal. You agree that you shall not remove from the Portal, or alter, any of the trademarks, trade names, logos, patent, or copyright notices, or other notices, or markings, or add any other notices or markings on the Portal, without the prior express written consent of Worldpay and any third party that powers the Portal.

(c) You are responsible for keeping the personal access codes and passwords to the Portal secure and confidential. Without limiting the generality of the preceding sentence, you may only provide access codes and passwords to your authorized employees, you may not share access codes and passwords with any third party, and you shall be responsible for any use or misuse of the Portal by persons who gain access to the Portal via your personal access codes and passwords.

(d) Your use of the Portal may also be subject to additional terms and conditions ("Portal Terms of Use") that are incorporated into the Portal. The Portal Terms of Use shall control to the extent of any conflict between the Portal Terms of Use and this Addendum.

3.2 Effect of Termination; Survival. In the event you elect to terminate your participation in a security program as a result of a material change to the terms and conditions of the security program that you selected as contemplated in Section 11.9 of the CPA Terms or for any other reason (other than your termination of a security program in connection with a termination of the Payment Services Agreement), you may continue to use the Portal to upload your Alternative Validation Documents (and the terms and conditions contained in this Section 3 will continue to apply to such usage). If after any such termination you subsequently use the Portal other than to upload your Alternative Validation Documents, you will be charged our then current fees for participation in our then current PCI Program and be subject to such program's then current terms and conditions. Any termination of your participation in a security program does not terminate your obligation to validate PCI compliance on a periodic basis. All benefits to which you are entitled pursuant to this Addendum end upon termination of this Addendum except that, subject to the other terms and conditions of this Addendum, you will be entitled to such benefits with respect to any suspected Account Compromise Event that you have notified Worldpay of before such termination. In addition to those sections of this Addendum which by their terms or nature survive, Sections 3.1(b)-(d), 3.2, 3.3, 3.5, 3.6, 4.2(b)-(c), and 4.4 of this Addendum shall survive any termination or expiration of this Addendum.

3.3 Limitations. YOU ACKNOWLEDGE THAT (A) NO SECURITY SOLUTIONS ARE ABSOLUTELY EFFECTIVE TO PREVENT UNAUTHORIZED ACCESS TO AND USE OF CARDHOLDER INFORMATION, (B) USE OF THE TOOLS AVAILABLE VIA THE PORTAL, AND OBTAINING A CERTIFICATE OF COMPLIANCE AS A RESULT OF USE OF SUCH TOOLS OR THE COMPLETION OF THE ON-LINE PROCESS AVAILABLE VIA THE PORTAL, DOES NOT GUARANTEE THAT YOU ARE PCI COMPLIANT OR THAT YOU WILL NOT EXPERIENCE AN ACCOUNT COMPROMISE EVENT, AND (C) USE OF WORLDPAY'S POINT-TO-POINT ENCRYPTION SOLUTION DOES NOT GUARANTEE THAT YOU WILL NOT EXPERIENCE AN ACCOUNT COMPROMISE EVENT. SUBJECT TO RIGHTS YOU MAY HAVE TO AN INDEMNIFICATION WAIVER AS SPECIFICALLY DESCRIBED HEREIN, NOTHING IN THIS ADDENDUM WAIVES OR AMENDS YOUR OBLIGATIONS UNDER THE PAYMENT SERVICES AGREEMENT TO COMPLY WITH THE RULES OF THE PAYMENT NETWORKS OR THE DATA SECURITY GUIDELINES, AND WORLDPAY AND BANK RESERVE ALL OF THEIR RIGHTS UNDER THE PAYMENT SERVICES AGREEMENT (SUBJECT TO THE INDEMNIFICATION WAIVER) WITH RESPECT TO YOUR FAILURE TO MEET SUCH RULES OR GUIDELINES, INCLUDING THE RIGHT TO REQUIRE A RESERVE FUND AND THE RIGHT TO TERMINATE THE PAYMENT SERVICES AGREEMENT. THIS DISCLAIMER IS IN ADDITION TO, AND NOT IN LIEU OF, THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THE PAYMENT SERVICES AGREEMENT, WHICH SHALL BE DEEMED TO APPLY TO ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS ADDENDUM.

3.4 Fraud Management Services. To the extent you ask Worldpay to provide assistance in excess of 25 hours, such assistance will be provided at Worldpay's then current standard hourly rate and other standard terms and conditions.

3.5 Permission to Share Information. You agree that Worldpay and Bank may share information regarding you and your use of the Portal with the third party that powers the Portal and with the Payment Networks. You acknowledge that the third party that powers the Portal stores and maintains the data that is provided to you, including the data that you input into the Portal, outside of the United States and that such data is accessible to and may be used by Worldpay and Bank in order to provide services under the Payment Services Agreement, to verify information regarding your PCI compliance, to provide information to the Payment Networks regarding your PCI compliance, and similar business purposes. You hereby consent to the use, processing, and transfer of your data and information as contemplated by this Addendum or as necessary to provide the services to you.

3.6 Effect on Payment Services Agreement. This Addendum amends the Payment Services Agreement only to the extent of the Indemnification Waiver contained herein, and except for such Indemnification Waiver, all terms and conditions of the Payment Services Agreement shall remain in full force and effect.

SECTION 4. TERMS AND CONDITIONS RELATED ONLY TO THE SECURITY ENCRYPTION PROGRAM.

4.1 Required Software and Hardware. You understand that in order for Worldpay to perform decryption services, you must buy, rent, lease, or otherwise acquire Supported Payment Terminals that have been loaded with the Point-to-Point Terminal Application and have been injected with appropriate Encryption Keys.

4.2 License of Point-to-Point Terminal Application. The following terms set forth in this Section 4.2 shall apply to you if you (i)(A) engage Worldpay to load the Point-to-Point Terminal Application onto Supported Payment Terminals, or (B) purchase, rent, or lease a Supported Payment Terminal from Worldpay that has already been loaded with Point-to-Point Terminal Application, and (ii) engage Worldpay to decrypt transactions that are received in encrypted form from such Supported Payment Terminals.

(a) Worldpay grants to you a limited, personal, non-transferable sublicense to use the Point-to-Point Terminal Application in connection with such Supported Payment Terminal (the "Point-to-Point Sublicense") for the sole purpose of encrypting Supported Transaction Types of transactions processed by such Supported Payment Terminal (subject to the restrictions set forth in the following paragraph).

(b) You acknowledge that except for the Point-to-Point Sublicense granted above, you have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Point-to-Point Terminal Application to any third party. You agree that you shall not reverse engineer, decompile, disassemble, translate, modify, alter, create any derivative works based upon, or change the Point-to-Point Terminal Application, or any part thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in the Point-to-Point Terminal Application or any part thereof, without the prior express written consent of Worldpay and VeriFone. You agree that you shall not remove from the Point-to-Point Terminal Application, or alter, any of the trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings on the Point-to-Point Terminal Application, without the prior express written consent of Worldpay and VeriFone.

(c) You acknowledge that your Point-to-Point Sublicense rights to the Point-to-Point Terminal Application shall cease in the event (i) you sell or otherwise transfer a Supported Payment Terminal to any other party (except where such sale is ancillary to sale of your business approved by us); (ii) you no longer utilize Worldpay's decryption and payment processing services; or (iii) Worldpay is no longer entitled to provide its Point-to-Point Encryption Solution to you. In the event Worldpay is no longer entitled to provide its Point-to-Point Encryption Solution to you, Worldpay shall notify you, and you shall automatically be converted to the PCI Program.

4.3 Key Injection. The Encryption Key injected into a Supported Payment Terminal must be injected by Worldpay, Verifone, or a company authorized by Worldpay to perform such injections.

4.4 Permission to Share Information. You agree that Worldpay and Bank may share with VeriFone your name, estimated annual transaction revenue, and the term of the Payment Services Agreement. Further you agree that Worldpay and Bank may share additional information regarding your use of Worldpay's Point-to-Point Encryption Solution with VeriFone, with our and their affiliates, and with the manufacturer of the decryption appliance for general business purposes, including, without limitation, (a) as reasonably necessary for Worldpay and Bank to perform their respective duties and enforce their rights hereunder, (b) in order to better service your requests and/or inquiries, (c) to enable us to offer you related or additional products that we believe may be of interest to you, (d) to enable us to improve Worldpay's Point-to-Point Encryption Solution for all users of the related products and services, (e) to protect against fraud or identity theft, (f) as required in response to judicial or other governmental requests, subpoenas, warrants, and court orders, requests of the Payment Networks, or as otherwise required by applicable law, (g) to comply with the Rules of the Payment Networks, (h) to prevent harm to you or others, and (i) as disclosed in other applicable policies, terms of use, or other agreements.

SECTION 5. TERMS AND CONDITIONS RELATED TO THE INDEMNIFICATION WAIVER.

Below are the terms and conditions of the Indemnification Waiver included as part of Worldpay's security programs.

5.1 Description of the Indemnification Waiver. Provided you meet the terms and conditions described in this Addendum, Worldpay and Bank will waive their right to be indemnified under the Payment Services Agreement up to the limits and as described in this paragraph. If you have selected the PCI Program, Worldpay and Bank will waive up to an aggregate of \$50,000 of Eligible Indemnification Costs for each Account Compromise Event. In addition, if you have selected the Security Encryption Program, Worldpay and Bank will waive up to an additional \$50,000 (for an aggregate waiver of \$100,000) of Eligible Indemnification Costs for each Account Compromise Event if and to the extent a forensic audit determines the Account Compromise Event occurs as a result of the failure of Worldpay's Point-to-Point Encryption Solution to encrypt card track data when a Supported Transaction Type is properly entered into a Supported Payment Terminal as described in this Addendum and in accordance with any instructions provided in connection with Worldpay's Point-to-Point Encryption Solution. There is no other limitation on the indemnity rights of Worldpay or Bank under the Payment Services Agreement or any other Addenda, or the rights of Worldpay and Bank to enforce such indemnity rights, except as provided in this document. To the extent the losses or costs related to an Account Compromise Event exceed the Indemnification Waiver dollar amounts included as a part of the applicable security program, you shall continue to be responsible for indemnifying Worldpay and Bank for such additional costs in accordance with the terms of the Payment Services

Agreement. If a cost is not an Eligible Indemnification Cost, you are responsible for the payment of the cost, even if it is incurred in connection with an Account Compromise Event, and neither Worldpay nor Bank is required to reimburse you for such costs or waive any indemnity as to such costs. Examples of costs that could be incurred and that are not Eligible Indemnification Costs are: (a) costs incurred in connection with lawsuits against you by a Cardholder or a group of Cardholders, (b) costs incurred as a result of a violation of law by you, and (c) the costs of additional hardware or software that must be purchased in order to become PCI compliant.

5.2 Eligibility Requirements. In order to be eligible to receive the Indemnification Waiver, you must meet the following requirements:

(a) The Payment Services Agreement must be in effect and you must be current on all fees with respect thereto, including without limitation, all applicable fees for the security program you selected. If you are not paying any fees for a security program, then you are not eligible for the Indemnification Waiver. You may not be utilizing a hardware product that has been identified by a Payment Network as a known vulnerable piece of hardware at any time during the term of the Payment Services Agreement, and your software must be compliant with Payment Application Data Security Standards. You must properly update and maintain each of your terminals as required by Worldpay or the terminal manufacturer, or if notified by Worldpay, you must upgrade each of your terminals to one that is compliant with Payment Application Data Security Standards. Other than an Account Compromise Event that is determined to have been caused by your breach of the Rules or the Data Security Guidelines, you must not be in breach of your Agreement at the time the breach is identified and continuing until the Account Compromise Event is resolved, including, without limitation, any requirement to establish or maintain a reserve fund in accordance with the Payment Services Agreement.

(b) At the time of signing the Customer Processing Agreement and at the time of any Account Compromise Event, you must meet the definition of a Level 4 merchant as defined by the Rules of Visa and MasterCard. If you are a Level 4 merchant at the time of signing the Customer Processing Agreement but do not qualify as a Level 4 merchant at the time the Account Compromise Event occurs, you will not be entitled to the Indemnification Waiver, and all fees paid by you for your security program for the period after which you no longer qualified as a Level 4 merchant will be credited to you.

(c) You are not eligible for the Indemnification Waiver if you have been identified by a Payment Network as a "common point of purchase" at the time you enter into the Customer Processing Agreement in connection with any prior unauthorized access or use of Cardholder Information.

(d) You must meet all of these eligibility requirements at the time the unauthorized use or access occurs and must continue to meet the eligibility requirements continuously from the time that the unauthorized use or access occurs through the time that the Account Compromise Event is identified by a Payment Network.

5.3 Additional Terms and Conditions.

(a) As soon as you become aware or suspect that there has been unauthorized access to or use of Cardholder Information, you must notify Worldpay immediately. If a forensic audit is required by a Payment Network in connection with a suspected Account Compromise Event experienced by you or if you are required by the Payment Networks to be validated by a qualified security assessor following an Account Compromise Event, Worldpay will engage a vendor designated by the Payment Card Industry Security Standards Council as a qualified incident response assessor or qualified security assessor, respectively, to conduct the audit or validation and will pay for the costs of such audit or validation up to the limits described herein. (Note, the Payment Networks typically require merchants to engage a qualified security assessor to validate compliance immediately following the Account Compromise Event and during the first year following the date upon which a merchant is revalidated as compliant, and only the costs of the initial validation qualify as Eligible Indemnification Costs; the costs of the revalidation in the first year following the date upon which you are validated do not so qualify.) Payment of the costs of such audit or revalidation by Worldpay shall be considered as part of the Indemnity Waiver and counted against the number of dollars waived as part of such Indemnity Waiver. If you directly engage a forensic auditor or qualified security assessor, the costs of such auditor or assessor shall not be deemed to be Eligible Indemnification Costs. You must give the forensic auditor and assessor reasonable access to your premises, systems, and records and otherwise reasonably cooperate with the conduct of any such forensic audit and validation assessment. You must permit Worldpay reasonable access to investigate and audit all related records and information. You must cooperate in all requests of Worldpay to assist in responding to requests for information from a Payment Network in connection with an Account Compromise Event. You must notify Worldpay promptly in the event you are notified that you no longer qualify as a Level 4 merchant. Worldpay shall have the sole right to control the defense and settlement of any claims involving Eligible Indemnification Costs. In the event you wish to file a dispute or appeal with respect to any chargeback, fine, or similar fee imposed by a Payment Network in connection with an Account Compromise Event, Worldpay shall assist you with such dispute or appeal, provided you shall be responsible for all such costs charged by the Payment Network in connection therewith, and any hours of service provided by Worldpay to assist with the dispute or appeal shall be counted against the number of hours of fraud management assistance services to which you are entitled. You have a duty to take reasonable action to mitigate damages and losses arising as a result of an Account Compromise Event.

(b) You are not eligible to obtain the Indemnification Waiver if there is any dishonest, fraudulent, criminal or malicious act, error, or omission, any intentional or knowing violation of the applicable laws, rules, or regulations or Data Security Guidelines, or any gross negligence committed by your shareholders, partners, managers (if a limited liability company), directors, officers, members, or employees in connection with the Account Compromise Event. In addition, in the event you utilize more than one acquirer and you are involved in an Account Compromise Event for which the other acquirer is held responsible by the Payment Network, Worldpay is not required to provide a fraud management assistance services or pay for any losses incurred in connection with such Account

Compromise Event and the Indemnification Waiver shall not apply. In the event Worldpay is no longer entitled to provide its Point-to-Point Encryption Solution to you, Worldpay shall notify you, and you shall automatically be converted to the PCI Program. Your right to obtain the additional \$50,000 of the Indemnification Waiver associated with your use of Worldpay's Point-to-Point Encryption Solution and election of the Security Encryption Program shall end upon notice from Worldpay to you that it is no longer entitled to provide its Point-to-Point Encryption Solution, except that, subject to the other terms and conditions of this Addendum, you will be entitled to such waiver with respect to any suspected Account Compromise Event that you have notified Worldpay of before Worldpay sends notice that it is no longer entitled to provide its Point-to-Point encryption Solution to you. If a point of sale terminal that was a Supported Payment Terminal ceases to be a Supported Payment Terminal (for whatever reason, including without limitation, your failure to upgrade it to a then Worldpay Supported Payment Terminal), you will not be entitled to the additional \$50,000 of the Indemnification Waiver to the extent a forensic audit determines that an Account Compromise Event occurs as a result of the use of such terminal.

(c) Determinations made by the Payment Networks and determinations made in any forensic audit required by the Payment Networks in connection with an Account Compromise Event, including, without limitation, determinations as to whether and when an Account Compromise Event occurred, the cause of the compromise, and whether the unauthorized access or use resulted from the same, continuous, related or repeated events or arose from the same, related or common nexus of facts, shall control and be binding on you for purposes of the operation of the Indemnification Waiver.

ADDENDUM – TERMS AND CONDITIONS OF WIRELESS SERVICES

To the extent you elect at any time to utilize Worldpay and Bank to process transactions utilizing wireless devices ("Wireless Devices") that have been certified by Worldpay as compatible with its processing system and wireless telecommunication services are provided by Worldpay or Bank in connection therewith (the "Wireless Services"), the following terms and conditions shall apply.

SECTION 1. FEES. You acknowledge that the fees listed in the Customer Processing Agreement for Wireless Services are in addition to (a) the per transaction, monthly processing, and other fees indicated in your Customer Processing Agreement, and (b) any amounts payable with respect to the purchase or rental of a Wireless Device.

SECTION 2. TELECOMMUNICATION SERVICE TERMS. If the Wireless Services you are using relate to wireless telecommunications services, you acknowledge that Worldpay and the third party provider of the Wireless Services impose certain additional terms and conditions regarding the use of the Wireless Services which are located at <http://www.worldpay.us/wirelessterms.pdf> ("Wireless Terms"). In order to access the Wireless Terms, please enter the passcode "mobileterms1" when requested. You acknowledge that you have read the Wireless Terms and agree to comply with the Wireless Terms, as such terms may be amended from time to time and published at the foregoing website, as long as you receive Wireless Services.

SECTION 3. SURVIVAL. In addition to those sections of this Addendum which by their terms or nature survive, Sections 1 and 2 of this Addendum shall survive any termination or expiration of this Addendum.

ADDENDUM-TERMS AND CONDITIONS OF GIFT CARD SERVICES

To the extent you elect at any time to utilize Worldpay to provide services (the “Gift Card Services”) related to your program (the “Gift Card Program”) for the acceptance of Gift Cards (as defined in Section 1 of this Addendum), the following terms and conditions shall apply.

SECTION 1. GIFT CARD SERVICES. Subject to and in accordance with this Addendum, Worldpay agrees to provide Gift Card Services to you. As used in this Addendum, “Gift Card” shall mean closed network gift cards that are issued by you, meaning that the Gift Cards may be used in exchange for the purchase of goods or services from you and only at your locations and at no other locations. The Gift Cards will have no pre-set face value, and you shall establish the value when activating the Gift Card.

SECTION 2. FEES. As consideration for the services set forth in Section 1 of this Addendum, you shall pay Worldpay fees in the manner and pursuant to the accompanying Customer Processing Agreement. Transaction fees apply to activation/reload, void activation, redemption, and balance inquiry. Additional fees apply in the event you elect to order physical cards for the Gift Card Program from Worldpay or to convert existing Gift Cards to Worldpay’s platform. You should call your Account Executive or Customer Service for a quote on Gift Card orders. A conversion fee of \$50 applies for conversion of less than 1,000 Gift Cards. A fee of \$0.05 per Gift Card applies to conversion of Gift Cards in excess of 1,000 cards. A \$2.00 service fee will be applied monthly against the balance of a Gift Card that has been inactive for at least 12 months or as set forth on the Gift Cards themselves (except where prohibited by law). Worldpay charges you a dormancy fee for each service fee assessed in the amount set forth in the Customer Processing Agreement.

SECTION 3. TAXES. Taxes are the sole responsibility of you and your cardholders (except for income taxes in respect of fees collected by Worldpay pursuant to Section 2 of this Addendum).

SECTION 4. PROPRIETARY RIGHTS. Gift Cards ordered and delivered to you are your property. The Worldpay name and Worldpay’s standard Gift Card designs and related marks shall remain the intellectual property of Worldpay.

SECTION 5. INDEMNITY. You agree to indemnify and hold Worldpay and its officers, directors, agents, affiliates, employees, parent, and subsidiaries, harmless against any cardholder or third party claims arising out of the use of Gift Cards issued pursuant to the Gift Card Program. You further acknowledge that Worldpay is not responsible for losses resulting from fraud committed by Gift Card holders or your employees.

SECTION 6. CARD ISSUER. You acknowledge that, for purposes of the Gift Card Program, you are a card “issuer” and that Worldpay is merely providing a service to you to facilitate the conduct of the Gift Card Program by you. As a courtesy to you, Worldpay’s system will prohibit card deactivation by you within 12 months from date of activation or last reload (except in the case of fraud). However, it is your sole responsibility to insure that you are in compliance with relevant law governing the use and cancellation of electronic gift cards/certificates. You are responsible for ensuring that funds related to the Gift Card Program are administered in accordance with unclaimed property and other applicable laws.

SECTION 7. CONVERSION OF EXISTING GIFT CARDS. In the event you elect to convert pre-existing proprietary gift cards from selected other Gift Card providers to the Worldpay Gift Card platform, the terms set forth in this Section 7 shall apply. Gift Card conversion is available only for certain select Gift Card providers. Customers with open network gift cards, proprietary cards from unsupported providers, and/or unsupported point of sale (“POS”) terminals are not eligible for Gift Card conversion. (Note: Customers using value added reseller systems will be provided information on Worldpay POS requirements so that feasibility for requested conversion can be assessed). Once Gift Cards are converted to Worldpay’s Gift Card platform, the Gift Cards operate and are subject to Worldpay’s Gift Card business rules, processes, and reporting systems. Worldpay will work with you to plan conversion implementation, set the file conversion date, and establish pre-conversion and post-conversion operational and training schedules. To maintain Gift Card balance integrity, you must convert all Gift Card balances in a single conversion file. Once Gift Card balances are loaded onto Worldpay’s Gift Card platform, no further Gift Card transactions can be processed through your prior Gift Card provider’s system. You assume the risk if more value is redeemed than the Gift Card balance(s). You shall be responsible for providing accurate conversion file data in the format and layout specified by Worldpay. Such data file shall include (for each Gift Card balance to be converted): card number (up to 19 digits), date activated (if blank, defaults to conversion load date), activating Worldpay Merchant Number (if blank, defaults to first merchant number in Worldpay’s Customer Information System), and current Gift Card balance. You warrant that you have the right to all conversion data supplied and to the use of associated BINs (bank identification numbers) on the Gift Cards to be converted. Moreover, you shall indemnify Worldpay against any third party claims associated therewith. Worldpay’s sole responsibility under this Section 7 is to convert the information provided by you to the Gift Card platform and to validate the card count and total Gift Card balance converted. Gift Card conversion does not support conversion of Gift Card transaction history, reload, or any text, 800 #s, or Web sites printed on converted cards that differ from Worldpay’s functionality.

SECTION 8. MISCELLANEOUS. Worldpay reserves the sole right to cease processing your Gift Card transactions at any time if it determines or has sufficient reason to believe that you are engaged in fraudulent or otherwise improper or illegal activity. In addition to those sections of this Addendum which by their terms survive or nature, Sections 2, 3, 4, 5, 6, and 7 of this Addendum shall survive any termination or expiration of this Addendum.

ADDENDUM - TERMS AND CONDITIONS OF ACH SERVICES

To the extent you elect at any time to utilize Worldpay and Bank to provide services with respect to the crediting and debiting of transactions via the ACH network (the "ACH Services"), including as part of Worldpay's "recurring payments" functionality, the following terms and conditions shall apply.

SECTION 1. ACH SERVICES. You agree to subscribe to, and Worldpay agrees to provide to you, ACH Services in accordance with the terms and conditions set forth herein. The ACH Services include the transmission of electronic credit and/or debit transactions initiated by you and processed through Worldpay to accounts at banks and financial institutions located within the United States only.

SECTION 2. NACHA RULES. You agree to abide by all operating rules, regulations, and procedures set forth in the National Automated Clearing House Association ("NACHA") Operating Rules and Procedures, as amended from time to time (the "NACHA Rules"). If you utilize Worldpay's ACH Services, the definition of "Rules" in the CPA Terms is deemed to include the NACHA Rules and the definition of "Payment Networks" in the CPA Terms is deemed to include NACHA. Any violations of the NACHA Rules by you or other legal non-compliance by you that results in a monetary penalty, fee, or cost to Worldpay or Bank for processing a transaction requested by you will be assessed to and paid by you. You acknowledge and agree that Worldpay will transmit electronic credit and/or debit entries by means of ACH transactions in accordance with the NACHA Rules.

SECTION 3. RISK MITIGATION; AUTHORIZATION; INITIATION OF TRANSFERS. From time to time and at Worldpay's request, prior to initiating ACH transactions for you, Worldpay may require that you use one or more risk mitigation tools specified by Worldpay, including without limitation, submission of low dollar test transactions or verification of bank account information, which may require that you enter into a separate agreement with a third party, such as Certegy (and Worldpay and any such third party shall be permitted to share information regarding you and your transactions with each other). Your failure to implement any such risk mitigation tools that may be required by Worldpay from time to time will be a material breach of this Addendum. In order to request Worldpay to initiate credit and/or debit ACH transactions, you will deliver, or cause to be delivered on your behalf, to Worldpay specific credit and/or debit entry information and consumer authorization by means and within the time frames requested by Worldpay. If you submit this information to Worldpay electronically, you agree that in the free form field of such electronic submission (which allows up to 80 characters of additional information) you will not insert any end-user customer personally identifiable information, including without limitation, Cardholder data, social security numbers, and drivers license numbers, because the information in the free form field will not be protected. Upon receipt and acceptance of specific credit and/or debit ACH entry information and proper consumer authorization from you, Worldpay and Bank will initiate ACH transfers on your behalf. Worldpay and Bank is hereby authorized by you to process transactions in accordance with information Worldpay receives from you either electronically or by physical documents.

SECTION 4. RESPONSIBILITY FOR INFORMATION; SECURITY. You will be solely responsible for the information contained in the instructions, including obtaining valid identification of your end-user consumer and proper and valid written authorization from such end-user consumer. Worldpay will have no responsibility for erroneous or fraudulent data or authorization provided by you or for the loss or misuse of any personally identifiable information that you insert in the free form field of any electronic submission to Worldpay. You accept responsibility for setting up security features appropriate for your operating environment in accordance with applicable local law, NACHA Rules, and as requested by Worldpay. You agree to (a) retain an original copy of each consumer authorization for Worldpay to initiate a credit or debit ACH transaction for six years after the date of termination or revocation of such authorization, and (b) provide a copy of such authorizations or other supporting documentation to Worldpay upon request.

SECTION 5. REVERSALS. You acknowledge that requesting the reversal of ACH files and/or entries is solely your responsibility and will be initiated by Worldpay on proper request by you. Applicable fees will apply to ACH reversals and you agree to reimburse Worldpay and the Bank for the face amount of any ACH reversal processed by Worldpay. Also, if you are subject to excessive reversals or disputes, additional fees may be imposed upon you by Worldpay. You hereby authorize the Bank or Worldpay to debit without notice ACH reversals and applicable fees from your daily collected transactions, including without limitation, amounts due to you under the Payment Services Agreement or any other Addendum, and if such collections are inadequate to reimburse Bank, at the Bank's election, deduct such amounts by ACH debit or other means from your Deposit/Chargeback Account or Reserve Fund.

SECTION 6. REJECTS. In the event any ACH transaction request is rejected for any reason whatsoever, it will be your responsibility to resubmit such ACH transaction request with correct data as necessary or obtain any missing or incorrect consumer authorization. Applicable fees will apply to ACH rejects and resubmission requests, and for excessive rejects, additional fees may be imposed upon you by Worldpay.

SECTION 7. PRICING. You agree to pay Worldpay for the ACH Services at the rates, fees, and charges set forth in the Customer Processing Agreement.

SECTION 8. IMPROPER USE OF ACH SERVICES. Worldpay's obligation to provide ACH Services specified herein is conditioned upon your agreement not to allow the ACH Services to be used for any unlawful purpose or in violation of any governmental regulations or authorizations. Worldpay will have the right to limit, terminate, or suspend ACH Services for improper use of the ACH Services by you or any activity by you, as determined in the sole discretion of Worldpay, that threatens public health, safety, or welfare or the integrity or reliability of the ACH network, Worldpay facilities, or services to Worldpay's other customers. Without in any way limiting the foregoing, you will not debit or credit your or any of your affiliate's bank accounts for any amounts unless it is in connection with your rendering of goods and services in the ordinary course of your business and no such debit or credit shall involve any element of credit for any other purpose.

SECTION 9. RESERVE FUND. In the event that the Bank and Worldpay, at any time during the term of this Addendum, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity in your account, including without limitation, an excessive number of ACH reversals or rejects, potential evidence of fraud or unauthorized debits, the Bank or Worldpay on behalf of the Bank, may (a) establish, replenish or increase a Reserve Fund as contemplated in Section 6.3 of the CPA Terms or hold funds as contemplated in Section 6.4 of the CPA Terms and/or (b) delay or defer settlement of ACH Transactions.

SECTION 10. SURVIVAL. You shall be liable both before and after termination for all reversals, rejects, etc. of ACH transactions processed prior to or after such termination and for all of your obligations, warranties, and liabilities pertaining to the period during which Worldpay processed or settled transactions for you under this Addendum, including all indemnification obligations, regardless of whether you have paid an early termination fee. In addition to those sections of this Agreement which by their terms survive or nature, Sections 2, 4, 7, 9 and 10 shall survive any termination or expiration of this Addendum.

ADDENDUM - TERMS AND CONDITIONS OF WORLDPAY'S DIRECT SETTLEMENT PROGRAM FOR AMERICAN EXPRESS

To the extent you elect at any time to accept American Express Transaction Cards and qualify for Worldpay's Direct Settlement Program for American Express, the following terms and conditions shall apply:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the meanings set forth below when used in this Addendum:

"American Express Brand" means the American Express name, trademarks, service marks, logos, and other proprietary designs and designations and the imagery owned by American Express or American Express affiliates and the goodwill associated with all of the foregoing and with all the goods and services now and in the future provided, marketed, offered, or promoted by American Express or an American Express affiliate.

"American Express Transaction Card" means (a) any card, account device, or payment device or service bearing an American Express or an American Express affiliate trademark or logo and issued by an Issuer or (b) an account number issued by an Issuer, which can be used to purchase goods or services at merchants on the American Express network.

"Applicable Law" means: (a) any law, statute, regulation, ordinance or subordinate legislation in force from time to time to which a party or its affiliates is subject; (b) the common law as applicable to the parties from time to time; (c) any court order, judgment, or decree that is binding on a party or its affiliates; and (d) any directive, policy, rule or order that is binding on a party or its affiliates and that is made or given by a regulator, or other government or government agency, of, in the case of items (a) through (d) above, any country, or other national, federal, commonwealth, state, provincial or local jurisdiction.

"High CV Merchant" means you have either: (i) greater than \$1,000,000 in American Express Transaction Card volume (net of Chargebacks, credits and any other amounts you owe to American Express) in a rolling 12 month period or (ii) greater than \$100,000 in American Express Transaction Card volume (net of Chargebacks, credits and any other amounts you owe to American Express) in any 3 consecutive months. For clarification, if you have multiple Locations, the American Express Transaction Card volume from all of your Locations shall be summed together when determining whether you have exceeded the thresholds above.

"Issuer" means any legally recognized entity or organization (including American Express and American Express affiliates) authorized by American Express or an American Express affiliate to issue an American Express Transaction Card and to engage in the American Express Transaction Card issuing business.

"Location" means any or all of your locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

"Other Payment Products" means any charge, credit, debit, stored value or smart cards, account access devices, or other payment cards, services or products other than the American Express Transaction Cards.

SECTION 2. AMERICAN EXPRESS TRANSACTION CARD ACCEPTANCE. You must accept the American Express Transaction Card as payment for goods and services (other than those goods and services prohibited under the Customer Processing Agreement, including without limitation, Sections 4.5, 7.6, 7.9, 8.1(d), and 8.1(g) of the CPA Terms and the paragraph below in this Section 2) sold, or (if applicable) for charitable contributions made, at all of your Locations, except as expressly permitted by state statute. You are jointly and severally liable for the obligations of your Locations under the Agreement.

You must not accept the American Express Transaction Card for any of the following: (a) adult digital content sold via the internet; (b) gambling services (including online gambling), gambling chips, gambling credits, or lottery tickets; (c) overdue amounts or amounts covering returned, previously dishonored or stop-payment checks (e.g. where the American Express Transaction Card is used as a payment of last resort); and (d) damages, losses, penalties, or fines of any kind.

SECTION 3. SETTLEMENT. The Bank or Worldpay shall settle all American Express Transaction Card transactions processed by Worldpay hereunder for you in accordance with this Agreement and the Rules. You hereby designate the Bank and Worldpay as your agents to receive all payments pertaining to your American Express Transaction Card transactions. All payments required to be made to you under this Agreement for American Express Transaction Card transactions shall be made by the Bank or Worldpay to the Deposit/Chargeback Account, via electronic funds transfer by ACH (or other electronic means) or by wire transfer, at the Bank's or Worldpay's option, as soon as practicable after the Bank's or Worldpay's receipt of such funds from American Express.

SECTION 4. ARBITRATION AGREEMENT (AS TO CLAIMS INVOLVING AMERICAN EXPRESS).

In the event that you or Worldpay is not able to resolve a claim against American Express, or a claim against Worldpay or any other entity that American Express has a right to join, this section explains how Claims may be resolved through arbitration. You or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator.

If arbitration is elected by any party, neither you nor Worldpay nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, you, Worldpay, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under this Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding,

and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights you, Worldpay, or American Express would have in court may also not be available in arbitration.

(a) **Initiation of Arbitration.** Claims may be referred to either JAMS, Inc. or the American Arbitration Association (“AAA”), as selected by the party electing arbitration. Claims will be resolved pursuant to this Section 4 and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and you select the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”). Any arbitration hearing will take place in the federal judicial district where your headquarters is located or New York, NY, at your election.

(b) **Limitations on Arbitration.** **If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated.** The arbitrator's authority is limited to Claims between you, Worldpay, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by you, Worldpay or American Express and cannot be used in any other case except to enforce the award as between you, Worldpay and American Express. This prohibition is intended to, and does, preclude you from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Agreement, if any portion of these limitations on arbitration (in this subsection) is found invalid or unenforceable, then all of this Section 4 (other than this sentence) will not apply, except that you, Worldpay, and American Express do not waive the right to appeal that decision.

(c) **Previously Filed Claims/No Waiver.** You, Worldpay, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. You, Worldpay, or American Express may choose to delay enforcing or to not exercise rights under this Section 4, including the right to elect to arbitrate a Claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the “Honor All Cards,” “non-discrimination,” or “no steering” provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement, that was filed against American Express prior to the effective date of the Agreement to the extent that such Claims are not already subject to arbitration pursuant to a prior agreement between you and American Express.

(d) **Arbitrator's Authority.** The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this Section 4.

(e) **Split Proceedings for Equitable Relief.** You, Worldpay, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.

(f) **Small Claims.** American Express will not elect arbitration for any Claim you properly file in a small Claims court so long as the Claim seeks individual relief only and is pending only in that court.

(g) **Governing Law/Arbitration Procedures/Entry of Judgment.** This Section 4 is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where your headquarters or your assets are located.

(h) **Confidentiality.** The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.

(i) **Costs of Arbitration Proceedings.** You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a Claim in court. American Express will be responsible for any additional arbitration fees. At your written request, American Express will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

(j) Additional Arbitration Awards. If the arbitrator rules in your favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by you.

(k) Definitions. For purposes of this Section 4 only, (i) "American Express" includes its affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) "you" (or any derivative) includes your affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) "Claim" means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Worldpay or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.

SECTION 5. TREATMENT OF THE AMERICAN EXPRESS BRAND. Except as expressly permitted by Applicable Law, you must not: (a) indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the American Express Transaction Card; (b) try to dissuade Cardholders from using the American Express Transaction Card; (c) criticize or mischaracterize the American Express Transaction Card or any of American Express' services or programs; (d) try to persuade or prompt Cardholders to use any Other Payment Products or any other method of payment (e.g., payment by check); (e) impose any restrictions, conditions, disadvantages or fees when the American Express Transaction Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check; (f) suggest or require Cardholders to waive their right to dispute any transaction; (g) engage in activities that harm the American Express business or the American Express Brand (or both); (h) promote any Other Payment Products (except your own private label card that you issue for use solely at your Locations) more actively than you promote the American Express Transaction Card, or (i) convert the currency of the original sale transaction to another currency when requesting authorization or submitting transactions (or both).

You may offer discounts or in-kind incentives from your regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by Applicable Law): (i) you clearly and conspicuously disclose the terms of the discount or in-kind incentive to your customers, (ii) the discount or in-kind incentive is offered to all of your prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by Applicable Law or a Payment Network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this Section 5.

SECTION 6. TREATMENT OF THE AMERICAN EXPRESS MARKS. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the American Express Transaction Card and display American Express Marks (including any American Express Transaction Card application forms provided to you) as prominently and in the same manner as any Other Payment Products. You must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Worldpay) indicate that American Express endorses your goods or services. You shall only use the American Express Marks as permitted by the Agreement and shall cease using American Express' Marks upon termination of the Agreement. For additional guidelines on the use of the American Express Marks, contact Worldpay.

SECTION 7. TREATMENT OF AMERICAN EXPRESS CARD MEMBER INFORMATION. Any and all information about Cardholders (including names, addresses, account numbers and card identification numbers) or American Express Transaction Card transactions is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, you must not disclose any such information, nor use nor store it, other than to facilitate transactions at your Locations in accordance with the Agreement.

SECTION 8. CONVERSION IF BECOME A HIGH CV MERCHANT. You will be converted from Worldpay's Direct Settlement Program for American Express to a direct card acceptance agreement with American Express if and when you become a High CV Merchant (or if you currently are a High CV Merchant). Upon such conversion, (i) you will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by your American Express Transaction Card acceptance.

SECTION 9. AMERICAN EXPRESS THIRD PARTY BENEFICIARY. Notwithstanding Section 11.2 of the CPA Terms, American Express shall have the right, but not the obligation, to enforce the terms of the Agreement against you with respect to American Express Transaction Card transactions and Worldpay's Direct Settlement Program for American Express.

SECTION 10. CEASE ACCEPTANCE OF AMERICAN EXPRESS. By contacting Worldpay customer service or using some other method established by Worldpay, you may opt out of accepting American Express Transaction Cards at any time without directly or indirectly or affecting your rights to accept other Transaction Cards.

SECTION 11. REFUNDS. Your refund policies for purchases with an American Express Transaction Card must be at least as favorable as your refund policy for purchases with any other Transaction Card and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Applicable Law.

SECTION 12. RIGHT TO BILL OR COLLECT FROM CARDHOLDERS. You must not bill or collect from any Cardholders for any purchase or payment made with an American Express Transaction Card unless (i) American Express has exercised Chargeback for such charge, (ii) you have fully paid American Express for such charge, and (iii) you otherwise have the right to do so.

SECTION 13. AMERICAN EXPRESS MERCHANT REQUIREMENTS. You must abide by and are subject to the American Express Merchant Requirements which may be found at www.worldpay.com/AmexMerchantRequirements.

ADDENDUM - TERMS AND CONDITIONS OF DISCOVER ON US INCENTIVE

To the extent you meet all of the qualification criteria below, and subject to the additional terms and conditions below, you will receive a credit for all transaction fees imposed on transactions initiated with a Transaction Card bearing a Discover Acceptance Mark (as defined in the Discover Rules) ("Discover Card") during the Incentive Period (as defined below). Your credit will be reflected on your merchant statement one month in arrears. For example and assuming March 2016 is within your Incentive Period, the statement you receive in April 2016 will include transaction fees for transactions initiated with a Discover Card during March 2016, and the statement you receive in May 2016 will include a credit for such transaction fees.

SECTION 1. QUALIFICATION CRITERIA. You must meet all of the following qualification criteria to be eligible for this incentive program:

- (a) You must be a new Worldpay customer physically located in the United States, the Activation Date of your services with Worldpay must be on or before December 31, 2016, and you must be enabled to accept Discover Cards ("Discover Card Acceptance").
- (b) You must not have previously accepted Transaction Cards (i.e. you are new to Transaction Cards).
- (c) You must execute Worldpay's standard Agreement with a term of at least three years, and the Agreement must be accepted by Worldpay and Bank. You acknowledge that acceptance of the Agreement is subject to a credit and risk review in Worldpay's sole discretion.
- (d) You must not be a financial institution or Cash Advance Merchant (as defined in the Discover Rules).
- (e) You must not be the subject of any proceedings under the Bankruptcy Code (as defined in the Discover Rules).
- (f) You must not be eligible to receive, nor have received, payments from Discover for the activation of Discover Card Acceptance or the completion of Discover enabling services, including without limitation, pursuant to an Interim Merchant Acquiring Program Agreement (as defined in the Discover Rules), High Impact Merchant Agreement (as defined in the Discover Rules) or pilot program similar in concept to this incentive program.

SECTION 2. ADDITIONAL TERMS AND CONDITIONS.

(a) In order for you to continue receiving the benefits of the incentive program described in this Addendum, you must remain in full compliance with the Agreement, and support acceptance of Discover Cards on each of your point of sale terminals or other mainframe systems.

(b) Your "Incentive Period" begins with your Activation Date and ends the last day of the same month of the following year. For example, if your Activation Date is March 5, 2016, your Incentive Period runs from March 5, 2016 to March 31, 2017.

(c) You represent and warrant to Worldpay and Bank that you meet each of the qualification criteria described in 1(b) and 1(d) through 1(f) above. You understand and agree that Discover ultimately makes the final determination of whether or not you initially qualify to participate in the program and whether or not you are complying with all of the obligations required to continue receiving the incentive. If Discover or Worldpay determines that you are not eligible to receive the incentive credit or that you are not complying with any obligations required to continue receiving the incentive credit Worldpay will notify you of this determination via statement message, and notwithstanding such notice, your Agreement will continue in full force and effect.

(d) You agree that Worldpay's obligation to provide you with the incentive credit described in this Addendum is conditioned upon Worldpay's receipt of certain funds from Discover related to the transactions accepted by you that have been initiated with a Discover Card. If for whatever reason Worldpay does not receive such funds, Worldpay will not be obligated to provide you with the incentive credits or the timing of such credits may be delayed until after Worldpay has received such funding from Discover.

EXHIBIT

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Lead # 859 244

MERCHANT SERVICES
Citizens Bank N.A., One Citizens Plaza,
Providence, Rhode Island 02903
877 550 5933

Customer Processing Agreement

Form Type	Customer Processing Agreement <input type="checkbox"/> Add Loc <input type="checkbox"/> Add Equip <input type="checkbox"/>
Disregard Sections	N/A 4.8 2-4, 6-8, 14

Sales Order No. _____

Medical Legal Consultants
OF Greater Atlanta LLC

Contact Name: David A. Wright
 Legal Business Address: 113 Ashbury Drive
 City: Villa Rica State: GA ZIP: 30180
 Store/DBA Address (if different from Legal): _____
 Fax Number: _____ Email: _____
 Number of Locations: _____ Federal Tax ID: _____ Check if: EIN SSN

OWNERSHIP TYPE: Sole Proprietor Partnership Non-Public Corporation Non-Profit LLC Government Entity Public Corporation Business Open Date: 10/2014

Avg. Monthly Volume: \$7500 High Monthly Volume: \$12000 Average Ticket: \$300 High Ticket: \$750
 Describe Business Products or Services in Detail: Medical Services SIC/MCC Code: 8099

SWIPED/NON-SWIPED PERCENTAGES: Currently Processing Credit Cards 100%
 Face-to-Face (Swiped) _____ MO/TO (Non-Swiped) _____ Internet (Non-Swiped) _____ Website Address _____

TRANSACTION CONDUCTED AT: 100%
 Store _____ Residence _____ Whse/Office _____ Mobile _____

Does Customer Accept Advance Payments? Yes No
 Average % of deposits paid in advance _____ # of days deposit is paid by cardholder in advance of full payment _____
 Average days to complete service after purchase _____ % of annual bank card volume based on Advance Payment terms _____

SEASONAL MERCHANT: Months Open _____ Months Closed _____
 EBT Food Stamp Benefits Cash Benefits Food Stamp and Cash Benefits FNS Number _____

THIRD PARTY INFORMATION: Does Merchant use third party to store, process or transmit cardholder data? Yes No
 Third Party Name: _____
 If Vendor/Fulfillment House, please check the Vendor/Fulfillment House button and enter the name of the fulfillment house in Fulfillment House Name field

MAIL, TELEPHONE OR INTERNET SERVICES: Who performs product/service fulfillment? Merchant Vendor/Fulfillment House*
 Vendor/Fulfillment House Name: _____

*A fulfillment house is a company which specializes in product fulfillment services, on behalf of the product owner.

3. Visa Disclosure
 Visa Member Bank Information: Citizens Bank, N.A. 1 Citizens Plaza, Providence, Rhode Island, 02903 (877) 550-5933
 Important Bank responsibilities:
 1. A Visa member is the only entity approved to extend acceptance of Visa products directly to a merchant.
 2. A Visa member must be a principal to the Customer Processing Agreement.
 3. The Visa member is responsible for and must provide settlement funds to the merchant.
 4. The Visa member is responsible for all funds held in reserve that are derived from settlement.
 5. The Visa member is responsible for education of merchants on pertinent Visa International Operating Regulations with which merchants must comply.
 Important Merchant Responsibilities:
 1. Ensure compliance with cardholder data security and storage requirements.
 2. Maintain fraud and chargebacks below thresholds.
 3. Review and understand the terms of the Customer Processing Agreement.
 4. Comply with Visa International Operating Regulations.
 a. You may download "Visa Regulations" from Visa's website at: <http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp>
 The responsibilities listed above do not supersede terms of the Customer Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member, Citizens Bank, N.A., is the ultimate authority should the merchant have any problems.

Authorized Principal Signature: [Signature]
 Print Name: David A. Wright Title: CEO/President Date: 8/24

4. Principal Info 1: Principal info must be obtained for principals which, in the aggregate, hold at least 51% ownership. First principal listed must also sign as first principal in Customer Acceptance and Guaranty section.
 Full Name (Full legal name required): David Anthony Wright DOB (MM/DD/YYYY): [Redacted] Percent Owned: 100%
 Home Address: 113 Ashbury Drive City: Villa Rica State: GA ZIP: 30180 Home/Mobile Phone: [Redacted]



Customer Processing Agreement

LM
Customer Initials

Sales Order No.

Citizens Bank
Citizens Bank N.A., One Citizens Plaza,
Providence, Rhode Island 02903
877.550.5933

Worldpay US, Inc.
201 17th Street, NW, Suite 1000
Atlanta, GA 30363
CPA 11684111

4. Principal Info 2

David A. Wright [Redacted] 100 [Redacted] [Redacted]
Full Name (Full legal name required) DOB (MM/DD/YY) Percent Owned Drivers License #/State Social Security Number/ITIN

113 Ashbury Drive Villa Rica GA 30180 [Redacted]
Home Address City State ZIP Home/Mobile Phone

5. Bank Info

David A. Wright [Redacted] [Redacted]
Name on Account Bank name Bank Phone

Douglasville GA [Redacted] [Redacted]
Bank City State Bank Routing/Transit Account Number

6. Processing Rates/Fees

AMERICAN EXPRESS® If you are eligible for Worldpay's direct settlement program for American Express (Worldpay settles your Amex transactions), the fees in this section (determined by industry) are charged by Worldpay, in addition to the fees within the Per Transaction Fees table below. Merchants who accept American Express must follow American Express Merchant Regulations. Please read these regulations at www.worldpay.us/AmericanExpress/MerchantRequirements. Opt out of Amex Marketing Communications*

Industry	Discount**	Prepaid Discount**
B2B	2.87% plus \$0.15 transaction fee	1.93% plus \$0.15 transaction fee
Fast Food Restaurant	3.48%	1.93% plus \$0.05 transaction fee
Independent Gas Stations	3.23%	1.28% plus \$0.12 transaction fee
Lodging	3.48%	1.93% plus \$0.05 transaction fee
Mail Order & Internet	3.48%	2.23% plus \$0.20 transaction fee
Office-based Healthcare	2.53%***	1.93% plus \$0.30 transaction fee
Other Transportation	3.48%	1.93% plus \$0.20 transaction fee
Restaurant	3.48% plus \$0.05 transaction fee	1.93% plus \$0.05 transaction fee
Retail	2.87% plus \$0.10 transaction fee	1.93% plus \$0.20 transaction fee
Services, Wholesale & All Other	2.87% plus \$0.15 transaction fee	1.93% plus \$0.15 transaction fee
Supermarkets	2.28%	0.43% plus \$0.20 transaction fee
Telecommunications	3.48%	1.93% plus \$0.20 transaction fee
Telecommunications - Cable/Computer Network	3.88%	1.93% plus \$0.20 transaction fee
Travel Agencies/Tour Operators	2.87% plus \$0.15 transaction fee	1.93%

*If you opt out of Amex marketing communications you may still receive messages regarding services and programs designed to enhance the value of the Amex network.
**30 additional basis points (.30%) will be charged for digital wallet transactions. 30 additional basis points (.30%) will be charged for card not present transaction. 40 additional basis points (.40%) will be charged for a transaction initiated with an Amex Transaction Card issued outside of the U.S.
***Only for MCC 8011, 8021; for all other Healthcare see Services, Wholesale & All Other

7. Amex

If you are not eligible for Worldpay's direct settlement program for American Express, you must enter into a card acceptance agreement directly with American Express and Amex will settle your Amex transactions and separately charge applicable fees as set forth in the card acceptance agreement. Applicable Worldpay fees for Amex transaction are within the Per Transaction Fees table above.

American Express Est. Yearly Volume \$ 10 American Express Est. Average Ticket \$ 10 Currently accepts Amex Existing American Express Merchant # CAP #

8. Rates/Fees

TIERED PRICING Visa®, MasterCard®, Discover® & PayPal™

	Discount		Surcharges	
	1-TIER	2-TIER	3-TIER	4-TIER
% Rate	%	%	%	%
*Per Item Fee	\$	\$	\$	\$

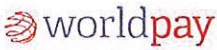
*Per item fees apply to all transactions including sales, returns, denials, etc.

COST PLUS PRICING All standard Payment Network fees and charges will be added to fees below.

VISA, MASTERCARD, DISCOVER & PAYPAL		PIN DEBIT/EBT	
% Rate	10 %	% Rate	10 %
*Per Item Fee	\$	*Per Item Fee	\$ 10
Dial Incremental Per Item	\$0.02	Dial Per Item	\$ 10

9. Recurring Rates/Fees

MONTHLY RECURRING FEES Per location*		MONTHLY RECURRING FEES Per terminal		PER OCCURRENCE FEES		PER TRANSACTION FEES	
<input type="checkbox"/> PCI Program	\$ 4.99	<input type="checkbox"/> Terminal Replacement & Supplies	\$ 0.95	**Voice Authorization	0.95	American Express	\$ 10
<input type="checkbox"/> Security Encryption Program	\$ 0.10	<input type="checkbox"/> Supplies Service Only	\$ 3.00	**Voice Authorization Referral	3.00	Debit/Credit ACH	.50
Administrative	\$ 4.95	<input type="checkbox"/> Terminal Replacement Only	\$ 2.00	**Voice AVS Request	2.00	Merchant Link Access	0.04
Minimum Processing	\$ 0.00	<input type="checkbox"/> Shopping Cart Maintenance	4.95	ACH Reject, NSF, Returned Check	25.00	TSYS Access	0.04
PIN Debit Access	\$ 0.00	<input type="checkbox"/> Virtual Terminal	\$ 5	Chargeback Handling	20.00	MONTHLY MOBILE FEES	
<input checked="" type="checkbox"/> Opt-out VT Payments	0.00	<input type="checkbox"/> Recurring Payments Service	\$ 5	Credit Batch Header	\$ 0.20	PayWare Mobile ***	4.95
QUARTERLY RECURRING FEES Per location		PER AUTHORIZATION FEES		Debit Batch Header	\$ 0.10	***Per Location	
<input type="checkbox"/> PCI Program	\$	Visa, MasterCard, Discover and PayPal	\$ 0.10	Direct Draft ACH Reject	7.50		
*FANF fees charged by the Payment Networks will be passed through to Customer.		**Not applicable to ARU transactions		ACH Prenote	0.10		



Customer Processing Agreement

WPM
Customer Initials

Sales Order No.



Citizens Bank N.A., One Citizens Plaza,
Providence, Rhode Island 02903
877.550.5933

Worldpay US, Inc.
201 17th Street, NW, Suite 1000
Atlanta, GA 30363
CPA 41655v11

10. Equip./Service Related Fees	NCR SILVER® MONTHLY PER DEVICE FEE‡ ‡Customer must accept NCR Terms and Conditions to access and use NCR Silver. Devices sold separately.		NCR SILVER CONSOLE**		NCR SILVER COMMERCE**		
	<input type="checkbox"/> SILVER 1st Device \$79.00 # of Additional Devices <input type="checkbox"/> @ \$39.00 ea.	<input type="checkbox"/> SILVER PRO 1st Device \$149.00 # of Additional Devices <input type="checkbox"/> @ \$50.00 ea.	<input type="checkbox"/> CONSOLE CORE BUNDLE \$69.00	<input type="checkbox"/> BUSINESS INTELLIGENCE ~ \$49.00	<input type="checkbox"/> E-COMM & GATEWAY \$49.00		
			<input type="checkbox"/> ADVANCED INVENTORY ~ \$29.00	<input type="checkbox"/> LABOR MANAGEMENT ~ \$19.00			**Billed monthly per location. ~Included in "Console Bundle".
	<input type="checkbox"/> WIRELESS SERVICE *Monthly Telecommunications Fee \$ Per Month, Per Terminal *Fees apply monthly, even for seasonal customers	Telecommunications Fee \$ Per Transaction	One Time Set-up Fee \$ Per Terminal				
<input type="checkbox"/> INSTANTACCEPT™ \$ Per Month							
<input type="checkbox"/> CHECK SERVICES Requires a separate agreement. <input type="checkbox"/> Apply for CrossCheck <input type="checkbox"/> Currently Accepts Check Services	If currently accepts, list processor		Current provider number				
<input type="checkbox"/> THIRD PARTY PRODUCTS/ SERVICES <input type="checkbox"/> Authorize.net** <input type="checkbox"/> Payflow Link** <input type="checkbox"/> Other** <input type="checkbox"/> DataCap** <input type="checkbox"/> Payflow Pro**	Access Fee \$ Per Transaction	Per Terminal Fee \$ Per Month	Service Fee \$ Per Transaction	One-Time Set-up Fee \$ Per Terminal			

*Customer understands it may be required to have an agreement directly with the provider of a gateway service or other third party, and additional fees may be charged by the provider.

11. Equipment Information	SHIP TO <input checked="" type="radio"/> Store Address <input type="radio"/> Legal Address <input type="radio"/> Principal Home Address					TOTAL PRICE	
	<input checked="" type="checkbox"/> New <input type="checkbox"/> VAR <input type="checkbox"/> Rental <input type="checkbox"/> Exchange <input type="checkbox"/> Existing	Model/Application <u>Payware mobile</u>	Version #	Qty. <u>1</u>	Price Per Unit	Total Price	30 Equipment Price
		Model/Application <u>Reader</u>	Version #	Qty.	Price Per Unit	Total Price	Application Fee Non-Refundable
		Model/Application	Version #	Qty.	Price Per Unit	Total Price	Gift Card Plastics
		Model/Application	Version #	Qty.	Price Per Unit	Total Price	Other
	*Rental of equipment requires the execution of a separate agreement.						SUBTOTAL
	If VAR Enter Dealer Name	VAR Dealer Phone	VAR Setup Email				2.10
	Auto-Close Daily <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Auto-Close Time <u>19:00</u> <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	Time Zone <u>EST</u>	AVS <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CVV2 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tips <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Estimated Sales Tax
	Prompt for Server/Cashier # <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Prompt for Purchase Card Info <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					32.10
	Store Return Policy on Terminal Receipt <input type="checkbox"/> All Sales Final <input type="checkbox"/> No Refunds <input type="checkbox"/> Store Credit Only	Terminal Dial Type <input type="checkbox"/> Dial <input type="checkbox"/> Internet <input type="checkbox"/> Internet w/Auto Dial Backup	Imprinters Needed			Qty.	TOTAL DUE
Receipt header - 32 characters max (if applicable)						Less Down Payment	
Receipt footer - 32 characters max (if applicable)						32.10	
						BALANCE DUE**	

**Shipping & Handling Billed separately

12. Funding	The balance due will be debited from the account listed on page 2. <input type="checkbox"/> Paid in Full <input type="checkbox"/> Installments (Down payment due upon execution)
	ACH Installments: Balance due of \$ <u>0</u> will be paid in 3 equal monthly installments of \$ <u>0</u> via ACH 30, 60 & 90 days from execution of CPA.

13. Card Services/ACH Services	PETRO SERVICES			
	WRIGHT EXPRESS® (WEX) <input type="checkbox"/> *Apply for Wright Express (WEX) <input type="checkbox"/> Current Wright Express (WEX) Customer Worldpay Item Fee \$ <u>0</u> Per Transaction	VOYAGER® 3.50% discount rate applies <input type="checkbox"/> Apply for Voyager <input type="checkbox"/> Current Voyager Customer Worldpay Item Fee \$ <u>0</u> Per Transaction	FUELMAN® (FLEETCOR) <input type="checkbox"/> *Apply for Fuelman (FleetCor) <input type="checkbox"/> Current Fuelman (FleetCor) Customer Worldpay Item Fee \$ <u>0</u> Per Transaction	FLEET ONE® <input type="checkbox"/> *Apply for Fleet One <input type="checkbox"/> Current Fleet One Customer Worldpay Item Fee \$ <u>0</u> Per Transaction
	* Fuelman (FleetCor) and Fleet One applications require an additional form that is separate from the Worldpay Customer Processing Agreement. Approximate set-up time for Fuelman (FleetCor), and Fleet One applications is 7-10 business days. With respect to Wright Express services, see the CPA Terms for additional information and terms.			
	WP_ALB_0000708			



14. Site Info

By signing below, the undersigned sales representative attests that a site inspection of the above named applicant's premises was conducted and that the applicant has the proper facilities, equipment, inventory and licenses required to conduct the business.

Worldpay Authorized Sales Representative Verification Signature _____ Print Name _____ Date _____ Ship Welcome Kit

15. Notes

Term of Agreement: *Three Years *Subject to automatic renewal per Terms and Conditions

In addition to the CPA terms, I have received and agreed to the following additional addenda: DataCap Other List other _____

Customer Acceptance and Guaranty

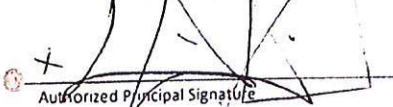
Applicable to a Customer Processing Agreement
 BY SIGNING BELOW, I (1) AGREE TO THE TERMS AND CONDITIONS OF CUSTOMER PROCESSING AGREEMENT (THE "CPA TERMS"), AND ALL ADDENDA ATTACHED TO THE CPA TERMS, INCLUDING WITHOUT LIMITATION ALL AMERICAN EXPRESS MERCHANT REQUIREMENTS (www.worldpay.us/AmericanExpress/MerchantRequirements) AND (2) ACKNOWLEDGE THAT WORLDPAY'S SALES REPRESENTATIVE HAS DELIVERED A COPY OF THE CPA TERMS TO ME. I represent that the information provided by me on this Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate. I further acknowledge that no oral or written modifications of the CPA Terms have been made or promised. I confirm that the Federal Tax Identification Number (EIN or SSN) and Tax Filing Name I have provided are true and accurate. Worldpay US, Inc. ("Worldpay") reserves the right to validate this information with the IRS on occasion as warranted.

Applicable to an Add Location or Add Equipment Agreement
 By signing below, (1) I acknowledge that I previously entered into a Customer Processing Agreement with Worldpay US, Inc. and Citizens Bank, N.A., (2) I agree that this Add Location or Add Equipment Agreement, as applicable, shall be deemed to be incorporated into my existing Customer Processing Agreement, (3) I agree that the terms and conditions of my existing Customer Processing Agreement shall apply to this Add Location or Add Equipment Agreement, as applicable, provided to the extent that the pricing set forth on this Add Location or Add Equipment Agreement is different than the pricing set forth on my Customer Processing Agreement, the pricing set forth on this Add Location or Add Equipment Agreement shall apply with respect to the location or equipment that is the subject matter hereof, and (4) I represent that the information provided by me on this Add Location or Add Equipment form is complete and accurate.

Applicable to Customer Processing Agreement, Add Location, and Add Equipment Agreement
 USA PATRIOT ACT - Federal laws and regulations require us (Worldpay) to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

FEDERAL AUTOMATED CLEARING HOUSE (ACH) - The undersigned hereby authorizes Worldpay to electronically debit and credit via the Automated Clearing House amounts due to or from Worldpay under the Customer Processing Agreement, including the CPA Terms and all Addenda, and including installment payments, to or from any of the bank accounts identified on page 2. With respect to equipment, the undersigned hereby authorizes Worldpay to have the fees described herein debited from the bank account listed for settlement on page 2.

FCRA NOTICE - A consumer report of each of the officers, partners, or owners of applicant may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

1.  _____ Print Name David A. Wright Title CEO/President Date 8/24

2. _____ Print Name _____ Title _____ Date _____

The undersigned further hereby unconditionally guarantees to Citizens Bank, N.A. and Worldpay US, Inc. the full payment of all obligations arising out of or in furtherance of the Agreement and to pay Citizens Bank, N.A. or Worldpay US, Inc. all expenses incurred in collecting such obligation.

3. _____ Date _____ 4. _____ Authorized Principal Signature _____ Date _____

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JS44 (Rev. 6/2017 NDGA)

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)
 ACEBEDO & JOHNSON, LLC,
 IDL QUAD GROUP, LLC, and
 MEDICAL LEGAL CONSULTANTS OF GREATER ATLANTA,
 LLC

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Pierce County, Washington
 (EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANT(S)
 WORLDPAY US, INC.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Fulton County, Georgia
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)
 E. ADAM WEBB
 WEBB, KLAKE & LEMOND, LLC
 1900 THE EXCHANGE S.E., SUITE 480
 ATLANTA, GA 30339
 770-444-0773
 Adam@WebbLLC.com

ATTORNEYS (IF KNOWN)
 EDWARD MARSHALL
 ARNALL GOLDEN GREGORY LLP
 171 17TH STREET NW, SUITE 2100
 ATLANTA, GA 30363
 404-873-8536
 edward.marshall@agg.com

II. BASIS OF JURISDICTION
 (PLACE AN "X" IN ONE BOX ONLY)

1 U.S. GOVERNMENT PLAINTIFF
 2 U.S. GOVERNMENT DEFENDANT
 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES
 (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
 (FOR DIVERSITY CASES ONLY)

PLF	DEF	PLF	DEF
<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 5
<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6

CITIZEN OF THIS STATE
 CITIZEN OF ANOTHER STATE
 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY
 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
 FOREIGN NATION

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

1 ORIGINAL PROCEEDING
 2 REMOVED FROM STATE COURT
 3 REMANDED FROM APPELLATE COURT
 4 REINSTATED OR REOPENED
 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
 6 MULTIDISTRICT LITIGATION - TRANSFER
 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
 8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)
 28 U.S.C. § 1332(d)(2); Defendant fraudulently induced Plaintiffs to contract and then overcharged them for payment processing services.

(IF COMPLEX, CHECK REASON BELOW)

<input checked="" type="checkbox"/> 1. Unusually large number of parties.	<input type="checkbox"/> 6. Problems locating or preserving evidence
<input type="checkbox"/> 2. Unusually large number of claims or defenses.	<input type="checkbox"/> 7. Pending parallel investigations or actions by government.
<input type="checkbox"/> 3. Factual issues are exceptionally complex	<input checked="" type="checkbox"/> 8. Multiple use of experts.
<input checked="" type="checkbox"/> 4. Greater than normal volume of evidence.	<input type="checkbox"/> 9. Need for discovery outside United States boundaries.
<input checked="" type="checkbox"/> 5. Extended discovery period is needed.	<input type="checkbox"/> 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ <i>(Referral)</i>	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EEMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPOINTMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUP T ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____
 JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE BROWN DOCKET NO. 1:16-cv-03627-MLB

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

[Handwritten Signature] 5-31-18

SIGNATURE OF ATTORNEY OF RECORD

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [WorldPay Facing More Class Action Litigation Over Alleged Merchant Overbilling 'Scheme'](#)
