

Terms and Conditions/Payment Authorization

Terms and Conditions/Payment Authorization 1. Relationship with ePay Management LLC and/or their assigns (hereinafter called "EPAY") 1.1 Your use of EPAY's software, services and promotional images including but not limited to "Icons" referred to collectively as the "Services" is subject to the terms and conditions set forth in this legal "Agreement" between you and EPAY. Icons include buttons, icons, banners and similar items provided by EPAY in connection with providing the Services. 1.2 Participating Merchant is a Client of EPAY and is utilizing EPAY's software and lenders to process Customer/Borrower loan applications. The technology used in the platform was created by EPAY and its partners, whose principal place of business is 5024 South Ash Avenue, Ste 104, Tempe, AZ 85282. This "Agreement" sets out the "Terms and Conditions" ("Terms") governing the use of the Services. 2. Acceptance of Terms 2.1 By clicking "Accept", or executing and returning this Agreement, Merchant agrees to be bound by the terms, conditions, and warranties of this Agreement. 2.2 Merchant warrants that they have the capacity to form a binding contract with EPAY; and are not barred from receiving the Services under the laws of the United States. 2.3 Once you accept the Terms, EPAY may seek approval from one or more of the financial institutions it works with that may issue credit to your eligible customers that may apply. The Merchant acknowledges and understands that a financial institution that EPAY has a relationship with may offer credit to your customers and EPAY is not responsible for examining or evaluating such offerings and EPAY does not warrant the offerings of any financial institution. EPAY will determine whether, in their sole and absolute discretion, to approve an applicant as a Merchant and to provide the Services as is and where is. Merchant agrees that upon acceptance of the Terms, Merchant shall be obligated to pay to EPAY those amounts as captioned in this Agreement and Payment Authorization for Membership Fees, Set Up Fees, and Transaction Fees. Merchant agrees that EPAY may change, modify, or waive any fees in their sole and absolute discretion, and notification of such changes shall be submitted to Merchant via electronic means. By continuing to utilize the Services, Merchant agrees to such changes in pricing. Should Merchant wish to reject revised changes, they may do so by exercising their Termination option captioned in 9.2. 3. License from EPAY 3.1 EPAY grants you a royalty-free, non-transferable and non-exclusive license to use the EPAY Icons provided to you by EPAY as part of the Services. 3.2 Unless EPAY has given you specific written permission to do so, you may not assign or transfer (or grant a sub-license of) your rights to use the Services, grant a security interest in or over your rights to use the Services, or otherwise transfer any part of your rights to use the Services. 4. Merchant Representations 4.1 Merchant represents and warrant that they are engaged in legal activities conducted in compliance with all applicable laws; the use of this Service does not violate any licensing or other law, rule or regulation that governs their business (including but not limited to those governing financial services, consumer protection, unfair competition, anti-discrimination, and false advertising); they are not engaged in any consumer fraud or deceptive trade practice; they agree that the products and/or services do not violate any local, State or Federal law, rule or regulation; and the Services will be used only to facilitate the purchase of goods and services offered for sale in the ordinary course of their business. 5. Use of the Services 5.1 In order to access the Services, Merchant may be required to provide information about the company and owner(s), including but not limited to information provided in the "Merchant Application," Merchant agrees that any registration information given to EPAY will be accurate, correct and up to date. 6. Privacy and Your Personal Information 6.1 For information about

data protection practices as it applies to Merchant accounts, please read EPAY's privacy policy at <http://www.epaymanagement.com/privacy.html>. This policy explains how EPAY treat Merchant's personal information when the Services are used.

7. Proprietary Rights and Intellectual Property

7.1 Merchant acknowledges and agrees that EPAY (or EPAY's licensors including banks, financial institutions and other companies that EPAY works with in relation to providing the Services) own all legal right, title and interest in and to the Services, including any intellectual property and any related rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

7.2 Merchant understands and agrees that they cannot and will not mention or use EPAY's name or the names of any of its licensors that may provide the Services in any of your marketing materials without the prior written consent of EPAY. Notwithstanding the preceding sentence, you may use the Icons supplied to you by EPAY on your website(s) as set forth in this Agreement.

7.3 Merchant agrees that all Icons relating to the Services are the property of EPAY and are protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed, regardless of whether or where such rights are filed. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Icon, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content on EPAY's site or the Icons, except as specifically permitted herein, is strictly prohibited. All other marks, names, and logos mentioned on EPAY's site or in the Icons are the property of their respective owners and similarly may not be used, modified, or altered in any way whatsoever.

8. Provision of the Services by EPAY

8.1. Merchant acknowledges and agrees that the form and nature of the Services that EPAY provides may change from time to time without prior notice to you.

8.2 Merchant acknowledges and agrees that EPAY may stop (permanently or temporarily) providing the Services (or any features of the Services) at EPAY's sole and absolute discretion, without prior notice.

8.3 Merchant may not assign or otherwise transfer this Agreement. By participating in the Program, Merchant authorizes EPAY and its technology providers/lending institutions to use your contact information to communicate with you about the program and EPAY services generally. EPAY may assign part, or all, of its rights, duties, and obligations under this agreement, and if so assigned, EPAY shall provide notification to Merchant of any such change.

9. Termination

9.1 The Terms will apply beginning on the date you click "Accept" or execute and return the Agreement to EPAY and will continue to apply until terminated by either you or EPAY as set forth below.

9.2 Merchant may terminate their legal agreement with EPAY, by (a) notifying EPAY with at least thirty (30) days' notice; and (b) permanently removing all Icons from their websites. The notice must be sent, in writing, to EPAY's address which is set out in Section 1.2 above, or delivered by electronic means to apps@epaymanagement.com or fax to 480-323-2001.

9.3 EPAY may at any time, terminate its legal agreement with you if: (a) You have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or (b) EPAY is required to do so by law (for example, where the provision of the Services to you is or becomes unlawful); or (c) A financial institution with whom EPAY offered the Services to you has terminated its relationship with EPAY or ceased to offer the Services to you.

9.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and EPAY have benefited from, been subject to (or which have accrued over time while the Terms have been in

force) or which are expressed to continue indefinitely, shall be unaffected by a Termination, and the provisions of paragraph 11, 12 and 13 shall continue to apply to such rights, obligations and liabilities indefinitely.

10. Relationship Among the Parties

10.1 The parties agree that they are each independent contractors and nothing contained within this Agreement will create any partnership or joint business venture, agency or franchise, sales representative, or employer / employee relationship. Merchant shall not have any authority to make, accept, or solicit any offer or representation on behalf of EPAY or any of its financial institutions. Merchant shall not make any verbal, written, or electronic statement that may contradict this stated relationship of the parties.

11. Limitation of Liability

11.1 MERCHANT AGREES THAT EPAY AND ITS TECHNOLOGY PROVIDERS AND FINANCIAL INSTITUTIONS THAT MAY PROVIDE THE SERVICES SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM MERCHANT'S USE OF THE SERVICES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING WITHOUT LIMITATION A NEGLIGENT ACT, SHALL EPAY OR ANY OF ITS TECHNOLOGY PROVIDERS AND FINANCIAL INSTITUTIONS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR INABILITY TO USE THE SERVICES GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER EPAY OR ANY OF ITS TECHNOLOGY PROVIDERS AND FINANCIAL INSTITUTIONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. Merchant Indemnification

12.1 Merchant and EPAY each agrees to indemnify, defend and hold each other and its directors, officers, employees, agents, shareholders, partners, members, technology providers, financial institutions, and associates from and against any and all claims, suits, actions, demands, injuries, liabilities, losses or deficits, damages, judgments, settlements, costs, or expenses arising out of or related in any way to the action of the other party as it pertains to the use of this Services. The terms of this provision shall survive termination of this Agreement.

13. Confidentiality/Non-Compete/Non Circumvent

13.1 All EPAY information, pricing, agreements, correspondence, content, marketing technique, publicity technique, public relations technique, process, technique, algorithm, program, design, drawing, mask work, formula, test data research project, work in progress, future development, engineering, manufacturing, marketing, servicing, financing or personal matter relating to the disclosing party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form and any information you acquire in relation to this Agreement and using the Services (other than using the Icons in the manner permitted in this Agreement) shall remain Strictly Confidential and shall not be used, directly or indirectly, by you or any third party for your own business purposes. The term "Strictly Confidential" shall not be deemed to include information that (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available information, (ii) is known by the receiving party at the time of receiving such information as evidenced by its records, (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure, (iv) is independently developed by the receiving party without reference to the information disclosed hereunder, or (v) is the subject of a written permission to disclose provided by the disclosing

party. Notwithstanding any other provision of this Agreement, disclosure of Strictly Confidential Information shall not be precluded if such disclosure: (a) is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, (b) is otherwise required by law, or, (c) is otherwise necessary to establish rights or enforce obligations under this agreement, but only to the extent that any such disclosure is necessary. In the event that the receiving party is requested in any proceedings before a court or any other governmental body to disclose Strictly Confidential Information, it shall give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order. If, in the absence of a protective order, the receiving party is nonetheless compelled to disclose Strictly Confidential Information, the receiving party may disclose such information without liability hereunder, provided, however, that such party gives the disclosing party advance written notice of the information to be disclosed and, upon the request and at the expense of the disclosing party, uses its best efforts to obtain assurances that confidential treatment will be accorded to such information. Merchant agrees not to circumvent, bypass, solicit, or accept solicitation from any technology provider or financial institution source that has/have/will have a financial relationship with EPAY, and which relationship is disclosed to Merchant by EPAY, during the term of this contract and for a twelve (12) month period after Merchant's Termination under 9.2 without the written permission of EPAY. Merchant also agrees not to enroll in any financial institution program affiliated now or hereafter with the Services during the Term of this contract and a period of twelve (12) months after a Termination under 9.2 Merchant agrees that any violation or threatened violation of this provision may cause irreparable injury to EPAY and is entitled to seek injunctive relief, equitable relief and all legal remedies available to enforce the provisions of this Agreement.

14. Changes to the Terms and Acceptance

14.1 EPAY may, in its sole and absolute discretion, make changes to the Terms from time to time. When these changes are made, EPAY will provide you with a new copy of the Terms and any new Additional Terms will be made available to you from within, or through, the affected Services. Merchant shall have the option to terminate this Agreement upon receipt of said notice.

14.2 You understand and agree that if you use the Services after the date on which the Terms have changed, EPAY will treat your use as acceptance of the updated Terms, unless however, you exercise your Termination option captioned in 9.2.

15. General Legal Terms

15.1 The Terms constitute the entire legal agreement between you and EPAY and governs your use of the Services (but excluding any services which EPAY may provide to you under a separate written agreement), and completely replaces any prior agreements between you and EPAY in relation to the Services.

15.2 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision or provisions will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

15.3 This Agreement and your relationship with EPAY under the Terms shall be governed by the laws of the State of Florida without regard to its conflict of law's provisions. You and EPAY agree to submit to the exclusive jurisdiction of the courts located within Maricopa County, Arizona to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that EPAY shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. The parties hereto agree that any claim, or any controversy under this Agreement will be resolved by binding arbitration conducted in accordance with the Commercial Arbitration rules of the American Arbitration Association, as such rules shall be in effect on the date of delivery of demand for arbitration, which arbitration will be held in

Maricopa County, Arizona. Each party shall pay the fees of its own attorneys, the expenses of witnesses and all other expenses connected with the presentation of such party's case, except that the arbitrators may impose all such fees, costs and expenses otherwise payable by the prevailing party on the losing party if they determine that the losing party's position was taken without good faith or solely for the purpose of delay. The costs of the arbitration including the cost of the record of transcripts thereof, if any, administrative fees, and all other fees and costs, shall be divided equally between the parties, except that the arbitrators may impose all such fees, costs and expenses otherwise payable by the prevailing party on the losing party if they determine that the losing party's position was taken without good faith or solely for the purpose of delay. The arbitrators will be empowered to award damages in the amount established by the preponderance of the evidence and in accordance with the terms of this Agreement. The arbitrators will have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The arbitrators also will have the authority to grant any temporary, preliminary or permanent equitable remedy or relief they deem just and equitable and within the scope of this Agreement, including, but not limited to, an injunction or order for specific performance. Any award will be final and binding upon the parties and their successors and permitted assigns. Any party may apply to any court of competent jurisdiction for confirmation and entry of judgment based on the award of the arbitrators.

15.4 Notices: Any notices required by this Agreement shall be directed via Mail and electronic copy to those identified below: ePay Management, LLC, 5024 South Ash Avenue, Ste. 104, Tempe, Arizona 85282 Email: apps@epaymanagement.com

16. Fees and Settlement

16.1 Discount Fees: EPAY merchant fees vary per type of finance program, and is calculated based on the face or funded value of each successful transaction. Please reference to your selected participating finance program in your Merchant Application and this Agreement for the corresponding fees per Lending Program and promotional offerings.

16.2 Monthly Membership Fees: There is an initial set up on the EPAY loan application platform. Your account is billed the monthly Subscription fee 30 days after merchant account activation and every 30 days thereafter and is debited via ACH/Check Draft from the provided merchant checking account. Please reference your selected participating finance program for specific transaction fees in your Merchant Application and your corresponding Payment Authorization Form for specific monthly minimum fees.

16.3 Per Transaction Fee: A Transaction Fee is charged per loan funded through the EPAY loan application Direct To Borrower platform. Fees are debited via ACH/Check Draft from the provided merchant checking account within 10 days per each invoiced funded loan. Please reference your selected participating finance program in your Merchant Application for the corresponding per transaction fees.

16.4 Settlement: Fees are debited via ACH/Check Draft from the provided merchant checking account within 10 days per each invoiced, funded loan.

Payment Authorization: Monthly Subscription Fee: I authorize ePay Management LLC or its designated agent(s) (hereafter EPAY) to debit my checking account, as represented by the voided check you provide, for Program Fees, including the Monthly Subscription Fee of \$99.00, and Post Funding Discount Fees of 4.99% of the lesser of the application or funded amount collected. This authorization shall remain in effect until EPAY receives a 30-day written notification from the receiving party of intent to terminate in such manner as to afford EPAY reasonable opportunity to act. I understand that Termination does not alter any amount due EPAY through results achieved prior to termination and this Payment Authorization will remain in effect until

such amount is paid in full. In addition, any consumer application submitted following termination through the EPAY application process or through any lender arranged by EPAY is an acknowledgment of a willingness to participate in the program until the next billing cycle or until which time there are no pending applications. Any changes, such as change in bank and/or bank account number will require a new voided check to be used for payment submitted to EPAY 15 days prior to any change being implemented. I understand that this payment plan may be canceled by EPAY due to non-sufficient funds (NSF). In the event receiving party's account does not have sufficient funds for the payment and the payment is returned, Receiving party will be liable to pay an NSF fee of \$25 per occurrence (or the amount allowed by law) which may be automatically debited for each NSF or attached to the payment attempt made by EPAY. Receiving Party represents and warrants that Receiving Party is authorized to execute this payment authorization for the purpose of implementing this payment plan. Receiving Party indemnifies and holds EPAY and the bank(s) harmless from damage, loss or claim resulting from damage, loss or claim resulting from all authorized actions hereunder. BY ACCEPTING AND SIGNING THIS AGREEMENT, RECEIVING PARTY REPRESENTS AND WARRANTS THAT THEY HAVE ALL NECESSARY AND REQUIRED APPROVALS AND ARE LEGALLY AUTHORIZED TO ENTER INTO SUCH AGREEMENT AND INTEND TO BE BOUND BY THE TERMS CONTAINED HEREIN.