



POSaBIT PASS TERMS AND CONDITIONS

Last Updated: 10/14/2026

These POSaBIT Pass Terms and Conditions (these “Terms”) govern access to and use of POSaBIT Pass provided by POSaBIT US, Inc., a Washington corporation (“POSaBIT”). By completing the authorization process presented through the Merchant Portal, Merchant agrees to be bound by these Terms. If the Merchant Account includes more than one Merchant Entity, the individual completing the authorization accepts these Terms on behalf of each Merchant Entity identified through the enrollment process and represents and warrants that such individual has authority to bind each such Merchant Entity.

1. DEFINITIONS

For purposes of these Terms:

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Analytics” means analytics, reporting, attribution information, or other information made available through the Service concerning Campaign performance, Customer activity, transactions, products, brands, or use of the Service.

“Billing Venue” means the Venue selected during enrollment for purposes of identifying the payment account used to pay Fees for the Merchant Account.

“Campaign” means a communication, promotion, offer, or other marketing or customer-engagement message created or transmitted by Merchant through the Service.

“Customer” means an individual who participates in Merchant’s loyalty, rewards, membership, marketing, or other customer program, accesses a Customer Portal, downloads a Pass, or otherwise interacts with the Service as a customer of Merchant.

“Customer Data” means customer, loyalty, transaction, and related information maintained through POSaBIT systems and accessed, processed, displayed, or otherwise used in connection with the Service.

“Customer Portal” means the consumer-facing portal made available through the Service through which Customers may access or manage loyalty information and other supported account information and download a Pass.

“Dispute” means any legal claim or controversy between Merchant and POSaBIT arising out of or relating to these Terms or the Service.

“Fees” means all subscription fees, additional per-Pass fees, and other fees or charges payable by Merchant for the Service.

“Merchant” means, collectively, each Merchant Entity bound by these Terms in connection with a Merchant Account.

“Merchant Entity” means each legal entity that owns or operates one or more Venues associated with the Merchant Account and is identified through the enrollment process as participating in the Service.

“Merchant Account” means the merchant-level POSaBIT account through which Merchant accesses and manages the Service and with which one or more Venues may be associated.

“Merchant Content” means all trademarks, trade names, logos, images, text, links, promotions, offers, Campaign materials, and other content submitted, uploaded, selected, transmitted, or otherwise made available by Merchant through the Service.

“Merchant Portal” means the POSaBIT merchant-facing portal through which Merchant accesses and manages the Service.

“Party or Parties” means POSaBIT and/or Merchant.

“Pass” means an individual digital wallet pass made available through the Service to a Customer for download to Apple Wallet or Google Wallet.

“POSaBIT Pass or Service” means POSaBIT’s digital wallet and customer-engagement service described in these Terms, including the features and functionality made available by POSaBIT from time to time.

“Third-Party Platform” means a third-party platform or service on which the Service depends or with which it operates, including Apple Wallet and Google Wallet.



“Venue” means a retail location associated with the Merchant Account.

2. POSaBIT PASS

2.1 Service. Subject to these Terms and Merchant’s payment of all applicable Fees, POSaBIT will make available the features and functionality of the Service offered by POSaBIT from time to time. The Service enables Merchant to create and manage a Merchant-branded digital wallet experience for Customers and may include functionality relating to Passes, loyalty information, customer communications, Campaigns, promotions, customer identification or check-in, reporting, Analytics, and other customer-engagement functionality made available through the Service.

2.2 Eligibility and Related POSaBIT Services. The Service is available to merchants with an active Merchant Account and access to the applicable Merchant Portal. Certain Service functionality may depend upon Merchant’s continued access to POSaBIT point-of-sale, loyalty, or other POSaBIT services. These Terms govern the Service only. Merchant’s use of other POSaBIT products and services remains subject to the separate agreements and terms applicable to those products and services.

2.3 Changes and Additional Features. POSaBIT may modify, enhance, update, replace, add to, or discontinue features or functionality of the Service from time to time. Unless POSaBIT expressly provides otherwise, additional features and functionality made available as part of the Service will be governed by these Terms. Descriptions of planned, beta, preview, or future functionality do not constitute a commitment by POSaBIT to develop or make such functionality available. If POSaBIT introduces functionality that is subject to materially different legal, regulatory, payment, data-use, or other requirements, POSaBIT may make that functionality subject to additional or revised terms.

3. MERCHANT ACCOUNT AND AUTHORITY

3.1 Account Access. Merchant is responsible for maintaining the security of its Merchant Portal credentials and for granting access and permissions only to persons authorized by Merchant and permitted by POSaBIT to access the Merchant Portal. Merchant authorizes POSaBIT to rely on instructions, selections, approvals, subscription changes, cancellations, and other actions taken through the Merchant Account using valid login credentials unless and until Merchant notifies POSaBIT that such credentials have been compromised.

3.2 Authority. Each individual who enrolls Merchant in the Service, selects or changes a subscription plan, designates or changes a Billing Venue, cancels the Service, or otherwise completes an authorization process through the Merchant Portal represents and warrants that such individual has authority to take that action on behalf of Merchant and, where Merchant consists of more than one Merchant Entity, on behalf of each Merchant Entity, and to bind each such Merchant Entity to the resulting obligations, including applicable payment obligations. Merchant is responsible for the acts and omissions of persons to whom Merchant grants access or permissions sufficient to manage the Service.

3.3 Multi-Entity Merchant Accounts. If a Merchant Account includes Venues owned or operated by more than one legal entity, each such legal entity identified through the enrollment process as a Merchant Entity is directly bound by these Terms. The individual completing enrollment represents and warrants that such individual has authority to accept these Terms on behalf of each Merchant Entity. Each Merchant Entity is jointly and severally responsible for Merchant’s obligations under these Terms, including payment obligations and obligations arising from use of the Service across the Merchant Account. Merchant is responsible for any allocation, reimbursement, or other arrangement among its Merchant Entities or Venues.

3.4 Electronic Authorization. Merchant agrees that transactions relating to the Service may be conducted electronically. Where POSaBIT requires an individual acting on behalf of Merchant to type “I APPROVE” or another designated authorization phrase and complete the applicable confirmation process, that action constitutes Merchant’s electronic acceptance and authorization to the fullest extent permitted by applicable law. For a Merchant Account that includes more than one Merchant Entity, the authorization applies to each Merchant Entity identified through the enrollment process, and the individual completing the authorization confirms that such individual has authority to accept these Terms or authorize the applicable action on behalf of each such Merchant Entity. POSaBIT may retain records relating to the authorization, including the applicable Merchant Account, participating Merchant Entities, user identity, date and time, subscription plan, Billing Venue, version of these Terms, and associated transaction information.

4. MERCHANT SETUP AND THIRD-PARTY PLATFORMS

4.1 Merchant Configuration. Merchant is responsible for completing the setup steps required through the Merchant Portal, including configuring its Customer Portal and Pass, completing applicable wallet-platform requirements, selecting an available subscription plan, and launching the Service. The Service is provided at the Merchant Account level. All Venues associated with the applicable Merchant Account are included in the Service, although Merchant may configure Customer Portals, branding, and related functionality for particular Venues as supported by the Service.

4.2 Merchant Content. Merchant retains its ownership rights in Merchant Content and represents and warrants that it has all rights, licenses, permissions, and consents necessary to use Merchant Content in connection with the Service. Merchant grants POSaBIT a nonexclusive, worldwide, royalty-free license during the Term to host, reproduce, transmit, display, format, and otherwise use Merchant Content as reasonably necessary to provide and operate the Service.

4.3 Apple Wallet Requirements. Merchant is responsible for establishing and maintaining any Apple developer account and Apple certificate required for Merchant's use of the Service. POSaBIT will display the applicable Apple certificate expiration date through the Merchant Portal. Apple certificates expire and must be replaced. If Merchant's Apple certificate expires, POSaBIT may be unable to issue new Passes or update previously issued Passes, including Customer Data updates and push notifications, until Merchant provides a valid replacement certificate.

4.4 Google Wallet Requirements. POSaBIT will manage the Google certificate or credentials required to support Merchant's use of the Service through Google Wallet. Merchant will reasonably cooperate with POSaBIT and provide any information or authorization reasonably required to establish or maintain such functionality.

4.5 Third-Party Platforms. Merchant's use of Third-Party Platforms may be subject to separate terms, policies, technical requirements, and restrictions established by the applicable provider. POSaBIT is not responsible for changes, outages, limitations, suspensions, or discontinuation of a Third-Party Platform that affect Service functionality.

5. CAMPAIGNS AND MERCHANT CONTENT

5.1 Merchant Control. Merchant has sole control over, and is responsible for, the content, timing, recipients, targeting criteria, offers, promotions, links, and other materials included in or associated with Campaigns. POSaBIT provides the technology through which Merchant may create and transmit Campaigns but does not review, approve, verify, or endorse Campaigns before transmission.

5.2 Compliance. Merchant will ensure that its use of the Service, Merchant Content, and Campaigns complies with all applicable federal, state, and local laws, regulations, rules, orders, regulatory requirements, and industry requirements governing Merchant's activities, including those applicable to cannabis advertising, marketing and promotions, consumer communications, privacy, consumer protection, and age-restricted products in each jurisdiction in which Merchant operates or directs a Campaign. Merchant is solely responsible for the accuracy and legality of its advertising claims, product claims, offers, promotions, pricing, discounts, and other statements and for establishing and communicating any eligibility criteria, limitations, expiration dates, and other terms applicable thereto.

5.3 Prohibited Use. Merchant will not use the Service:

- (a) for any unlawful, fraudulent, deceptive, misleading, or unauthorized purpose;
- (b) to communicate with a Customer whom Merchant is not legally permitted to contact;
- (c) in a manner that infringes or violates the rights of any third party;
- (d) to interfere with or compromise the security or operation of the Service or any Third-Party Platform; or
- (e) in any manner that creates a material legal, regulatory, security, technical, or operational risk to POSaBIT, the Service, Customers, or any third party.

POSaBIT may block, restrict, remove, or suspend Merchant Content, Campaigns, or use of the Service that POSaBIT reasonably believes violates this Section.



6. CONSUMER CONSENT AND RESPONSIBILITY

6.1 Merchant Relationship with Customers. Merchant is solely responsible for its relationship with Customers and for the administration of any loyalty, rewards, membership, marketing, promotional, or other customer program operated through or in connection with the Service.

6.2 Customer Notices and Consents. Merchant is responsible for:

- (a) providing all customer-facing terms, privacy notices, loyalty-program terms, marketing disclosures, promotional disclosures, and other notices required by applicable law;
- (b) obtaining and maintaining all legally required permissions, consents, and authorizations relating to Merchant's collection and use of Customer information and communications with Customers;
- (c) maintaining evidence of consent to the extent required by applicable law;
- (d) honoring Customer opt-outs, revocations of consent, privacy requests, and other legally enforceable restrictions; and
- (e) establishing and enforcing applicable age, residency, geographic, customer-status, and other eligibility requirements.

6.3 Compliance Functionality. POSaBIT may make available configuration settings, consent functionality, notices, restrictions, or other technical features intended to assist Merchant with compliance. Such functionality is provided as a technical tool and does not relieve Merchant of its obligations under these Terms or constitute a representation or warranty by POSaBIT that Merchant's configuration or use of the Service complies with applicable law.

7. CUSTOMER DATA AND PRIVACY

7.1 Customer Data. The Service may access, process, display, or otherwise use Customer Data maintained through POSaBIT systems in connection with Merchant's use of other POSaBIT services. Merchant determines the information it elects to collect from Customers and, to the extent supported by the Service, the information Merchant elects to display or use through the Service.

7.2 Merchant Authorization. Merchant represents and warrants that it has all rights, permissions, consents, and lawful bases necessary for POSaBIT to access, process, transmit, display, and otherwise use Customer Data as reasonably necessary to provide the Service on Merchant's behalf.

7.3 POSaBIT Data Use. POSaBIT may collect, analyze, and use data generated from Merchant's use of the Service, including transaction, operational, Campaign, and Service-usage data. To the extent such data is de-identified or aggregated so that it does not identify an individual or specific consumer personal information, POSaBIT may use such data for any lawful purpose, including benchmarking, analytics, product development, and commercial licensing to third parties. POSaBIT's collection, use, and disclosure of data are further described in the POSaBIT Privacy Policy, which is incorporated into these Terms.

8. SUBSCRIPTION PLANS, FEES, AND BILLING

8.1 Subscription Plans. POSaBIT may make one or more subscription plans available through the Merchant Portal. The recurring subscription Fee, included number of Passes, additional per-Pass Fees, and any other applicable pricing for the selected plan will be displayed to Merchant through the Merchant Portal or applicable rate card before Merchant authorizes the subscription or a plan change. By completing the applicable authorization process, Merchant agrees to pay all Fees associated with the selected plan.

8.2 Included Passes and Additional Pass Fees. A Pass counts toward Merchant's included Pass allotment when the Pass is downloaded by a Customer. If Merchant reaches the number of Passes included in its subscription plan, each additional Pass downloaded thereafter will be subject to the applicable additional per-Pass Fee displayed for Merchant's plan. POSaBIT will not be required to prevent additional Customers from downloading Passes solely because Merchant has reached its included Pass allotment.

8.3 Billing Venue. Because the Service is managed at the Merchant Account level, Merchant must designate one Billing Venue during enrollment. The Billing Venue identifies the payment account from which POSaBIT will collect Fees for the entire Merchant Account and does not determine which Venues participate in the Service or which Merchant Entities are bound by these Terms. By designating the Billing Venue and completing the applicable authorization process, Merchant



authorizes POSaBIT to charge the payment account associated with the Billing Venue for all Fees attributable to the Merchant Account, including Fees arising from use of the Service across all Venues and Merchant Entities associated with that Merchant Account.

8.4 Payment. Fees will be billed through Merchant's existing POSaBIT billing arrangement and may be deducted by ACH from the bank account or other payment method associated with the Billing Venue. After any initial prorated or promotional period, recurring Fees may be included on Merchant's regular POS invoice. For ACH billing, Merchant authorizes POSaBIT to debit the bank account associated with the Billing Venue for all Fees and other amounts properly due under these Terms.

8.5 Initial Activation. Unless Merchant is participating in an applicable promotional period, initial activation during a billing cycle may result in a prorated charge for the remainder of that billing cycle. POSaBIT may issue a separate invoice for that prorated amount. The full recurring subscription Fee will begin with the next billing cycle.

8.6 Promotional Periods. POSaBIT may offer promotional or no-charge periods from time to time. Any promotional period will be subject to the terms presented to Merchant in connection with the promotion. Unless otherwise stated, upon expiration of a promotional period Merchant's paid subscription will begin automatically, and any partial billing cycle following the promotional period may be prorated.

8.7 Upgrades. An upgrade to a higher subscription tier will take effect immediately upon Merchant's completion of the required authorization. The prorated difference between Merchant's prior subscription Fee and the upgraded subscription Fee for the remainder of the current billing cycle will be added to the next billing cycle, together with the full recurring Fee for the upgraded tier.

8.8 Downgrades. A downgrade will become effective at the start of the next billing cycle. Merchant will retain access to its existing subscription tier through the end of the current prepaid billing cycle and will be charged the lower recurring Fee beginning with the next billing cycle.

8.9 Taxes. Merchant is responsible for all applicable sales, use, excise, and other taxes imposed by any governmental authority arising from Merchant's purchase or use of the Service, excluding taxes based on POSaBIT's net income.

8.10 Changes to Fees. POSaBIT may change Fees applicable to the Service by providing Merchant at least thirty (30) days' advance notice unless a shorter period is required by law or reasonably necessary due to a change imposed by a Third-Party Platform or other third-party provider. Continued use of the Service after the effective date of a Fee change constitutes Merchant's acceptance of the updated Fees.

9. ANALYTICS AND REPORTING

POSaBIT may provide Merchant with Analytics through the Service. Analytics may be generated using Campaign tracking windows, transaction information, Customer Data, attribution criteria, assumptions, or other methodologies determined by POSaBIT from time to time. Analytics are provided for informational and operational purposes. POSaBIT does not warrant that Analytics will be complete or error-free or that any transaction, revenue, Customer activity, or other result attributed to a Campaign was caused solely by that Campaign.

10. INTELLECTUAL PROPERTY

10.1 POSaBIT Materials. POSaBIT and its licensors retain all right, title, and interest in and to the Service and all associated software, technology, systems, documentation, user interfaces, methodologies, improvements, enhancements, updates, and intellectual property rights. Except for Merchant's limited right to access and use the Service in accordance with these Terms, no rights in or to POSaBIT's intellectual property are granted to Merchant.

10.2 Merchant Content. As between POSaBIT and Merchant, Merchant retains its ownership rights in Merchant Content, subject to the license granted under Section 4.2.

10.3 Feedback. If Merchant provides POSaBIT with suggestions, ideas, recommendations, comments, or other feedback concerning the Service, POSaBIT may use that feedback without restriction or obligation to Merchant.

11. SUSPENSION

POSaBIT may suspend or restrict Merchant's access to all or any portion of the Service if:



- (a) Merchant fails to pay amounts when due;
- (b) Merchant materially breaches these Terms;
- (c) Merchant uses the Service in violation of applicable law or applicable Third-Party Platform requirements;
- (d) POSaBIT reasonably determines that Merchant's use of the Service creates a material legal, regulatory, security, technical, or operational risk; or
- (e) a certificate, credential, Third-Party Platform, or other technical dependency required for affected functionality expires, is revoked, becomes unavailable, or otherwise ceases to satisfy applicable requirements.

POSaBIT may, where reasonably practicable under the circumstances, provide Merchant notice of the suspension and an opportunity to address the underlying issue.

12. TERM AND TERMINATION

12.1 Term. These Terms are effective as of the date Merchant first accepts them through the Merchant Portal (the "Effective Date") and will continue until Merchant's subscription is terminated in accordance with this Section (the "Term").

12.2 Merchant Cancellation. Merchant may cancel the Service at any time through the cancellation functionality made available through the Merchant Portal and completion of the required authorization process. Cancellation will become effective at the end of the then-current paid billing cycle. Merchant will retain access to the Service through the end of that billing cycle, and no recurring subscription Fee will be charged for the following billing cycle. Fees paid for the then-current billing cycle are non-refundable except as required by law. If Merchant re-enables the Service before cancellation becomes effective, the Service will continue without interruption and Merchant will be billed in the ordinary course for the following billing cycle.

12.3 Termination by POSaBIT. POSaBIT may terminate the Service for convenience upon thirty (30) days' prior notice to Merchant. POSaBIT may terminate the Service immediately or upon shorter notice if Merchant materially breaches these Terms, fails to pay amounts when due, uses the Service unlawfully, creates a material legal, regulatory, security, technical, or operational risk, or if continued provision of the Service becomes unlawful or is prohibited by a governmental authority or applicable Third-Party Platform.

12.4 Effect of Cancellation or Termination. Upon the effective date of cancellation or termination:

- (a) Merchant's ability to create or send new Campaigns will cease;
- (b) Merchant will no longer be able to push updates to Passes previously installed on Customer devices;
- (c) previously issued Passes may remain installed on Customer devices in their last-known state and will not necessarily be revoked or removed;
- (d) Merchant's access to Service functionality and related reporting may cease; and
- (e) Merchant will remain responsible for Fees and other amounts accrued through the effective date of termination.

Termination of the Service will not, by itself, terminate Merchant's use of any other POSaBIT product or service.

12.5 Survival. Any provision that by its nature should survive termination will survive, including accrued payment obligations, intellectual property provisions, disclaimers, indemnification, limitation of liability, and dispute-resolution provisions.

13. DISCLAIMERS

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POSABIT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, POSABIT DOES NOT WARRANT THAT:

- (a) the Service will be uninterrupted or error-free;
- (b) any Third-Party Platform will continue to support any particular feature or functionality;



- (c) any Campaign or notification will be delivered to, displayed to, opened by, or acted upon by any particular Customer;
- (d) use of the Service will result in any particular customer engagement, sales, revenue, or other business result;
- (e) Analytics or attribution information will be complete or error-free; or
- (f) Merchant's use or configuration of the Service will comply with applicable law.

14. INDEMNIFICATION

Merchant will defend, indemnify, and hold harmless POSaBIT and its employees, directors, officers, agents, Affiliates, and representatives from and against all third-party claims, actions, investigations, losses, damages, judgments, fines, penalties, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) Merchant's breach of these Terms;
- (b) Merchant Content or any Campaign;
- (c) Merchant's products, services, loyalty programs, promotions, offers, advertising, or Customer relationships;
- (d) Merchant's failure to obtain or maintain any consent, authorization, notice, disclosure, or opt-out required by applicable law;
- (e) Merchant's violation of applicable law; or
- (f) Merchant's infringement or violation of any third-party right, including privacy, publicity, or intellectual property rights.

15. LIMITATION OF LIABILITY

15.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POSaBIT AND ITS EMPLOYEES, DIRECTORS, AGENTS, AFFILIATES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE.

15.2 Liability Cap. IN NO EVENT WILL POSaBIT AND ITS EMPLOYEES, DIRECTORS, AGENTS, AFFILIATES, OR REPRESENTATIVES BE LIABLE TO MERCHANT FOR AGGREGATE DAMAGES EXCEEDING THE FEES EARNED BY POSaBIT IN CONNECTION WITH MERCHANT'S USE OF THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

15.3 Scope. THE LIMITATIONS IN THIS SECTION APPLY TO ALL THEORIES OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, AND TO THE FULLEST EXTENT PERMITTED BY LAW.

16. MISCELLANEOUS

16.1 Relationship of Parties. Merchant is an independent contractor and not an agent of POSaBIT. These Terms create no partnership, joint venture, employment, franchise, or agency relationship, and neither Party may bind the other except as expressly provided in these Terms.

16.2 Excused Performance. Neither Party will be liable for, or deemed in breach of these Terms, other than with respect to payment obligations, for delay or failure to perform caused by circumstances beyond its reasonable control.

16.3 Notices. Notices to POSaBIT may be delivered to legal@posabit.com or mailed to the address listed on POSaBIT's website, Attention: General Counsel. Notices to Merchant may be sent to contact information associated with the Merchant Account. Operational, Service-related, Fee, or Terms notices may also be delivered through the Merchant Portal, dashboard, or other in-app messaging.

16.4 Changes to These Terms. POSaBIT may update these Terms from time to time. POSaBIT will provide Merchant at least thirty (30) days' advance notice of any material update through email, the Merchant Portal, dashboard, or posting the revised Terms on POSaBIT's legal webpage. Non-material updates may become effective upon posting or on such later date as POSaBIT specifies. Continued use of the Service after the effective date of revised Terms constitutes acceptance of the revised Terms. If Merchant objects to a material update, Merchant may cancel the Service before the effective date of the change. POSaBIT may require Merchant to affirmatively accept revised Terms where POSaBIT determines that reacceptance is appropriate in light of the nature of the change.



16.5 Assignment. Merchant may not assign these Terms or its rights or obligations without POSaBIT's prior written consent. A change in control of Merchant constitutes an assignment requiring consent. Any assignment will not relieve Merchant of obligations accrued under these Terms. These Terms bind and benefit the Parties and their permitted successors and assigns.

16.6 Non-Waiver. Failure to enforce any provision of these Terms is not a waiver of future enforcement. No waiver is effective unless in a written instrument signed by the Party to be bound.

16.7 Severability. If any provision of these Terms is determined to be invalid or unenforceable, the provision will be enforced to the maximum extent permitted by law and the remaining provisions will remain in full force and effect.

16.8 Mandatory Arbitration. Merchant and POSaBIT agree to exclusive and mandatory arbitration of all Disputes. ANY ARBITRATION UNDER THESE TERMS WILL BE ON AN INDIVIDUAL BASIS ONLY. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE-ATTORNEY-GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. MERCHANT WAIVES ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. If any portion of this Section is found unenforceable, the remainder will remain in effect, but in no event will there be class arbitration. All Disputes will be resolved by binding individual arbitration before a single arbitrator administered by the American Arbitration Association under its applicable rules. The Federal Arbitration Act applies. Any hearing will occur in Seattle, Washington, or another mutually agreed location. The arbitrator's award will be binding and may be entered in any court of competent jurisdiction. Subject to this arbitration provision, Merchant consents to exclusive jurisdiction in the state and federal courts located in King County, Washington.

16.9 Limitation Period for Disputes. Unless required otherwise by law, any action by Merchant relating to a Dispute must begin within one (1) year after the cause of action accrues.

16.10 Governing Law. These Terms are governed by the laws of the State of Washington and applicable federal law, including the Federal Arbitration Act, without regard to conflicts-of-law principles.

16.11 Entire Agreement Regarding POSaBIT Pass. These Terms, together with the subscription plan, pricing, promotional terms, and other Service-specific terms presented to and accepted by Merchant through the Merchant Portal, constitute the entire agreement between POSaBIT and Merchant regarding the Service and supersede prior or contemporaneous understandings concerning the Service. These Terms do not replace or modify agreements governing Merchant's use of other POSaBIT products or services except to the extent expressly stated herein. If there is a conflict between these Terms and Service-specific pricing or subscription terms expressly presented to and accepted by Merchant through the Merchant Portal, the Service-specific pricing or subscription terms will control solely with respect to the applicable pricing or subscription transaction.