

QuickAcceptSM - Chase Payment SolutionsSM Terms of Service and Privacy Statement

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This agreement with Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

These Terms of Service are a legal agreement (this "Agreement") between you ("user," "you" or "your") and WePay, Inc., a Delaware corporation ("WePay," "we," "our" or "us"). WePay is a subsidiary of JPMorgan Chase Bank, N.A. ("Chase").

WePay provides Chase Payment SolutionsSM, including "QuickAcceptSM" (collectively the "Service"), provided through integration with the Chase Mobile[®] app (the "App"), other proprietary applications and terminal devices.

QuickAccept is a feature of your eligible Chase Business Banking Account (the "Bank Account"). The Bank Account is governed by the Deposit Account Agreement with Chase. If your account is for a government entity, the QuickAccept feature is not available. Your use of the Service constitutes confirmation of your acceptance and agreement to the terms of this Agreement. This Agreement incorporates by reference all policies, notices, and other content that appear on the App, our websites at chase.com/business/payments and wepay.com as well as policies, notices, and other content concerning the Service that appear on the App and the websites (collectively, the "Website").

As part of the payment link feature embedded within the Service, you will be able to send an electronic link to your customer via email or text message. You must ensure that you have any necessary consent from your customer to send the email and/or text message to them. In the case of sending by text, your customer will see the phone number of the device that you send the link from. Messaging and data rates may apply.

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Merchant Services' Privacy Statement

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Contact Information

1. Merchant Relationship with WePay

WePay provides the Service to users ("Merchants") to facilitate receipt by Merchants of card payments. These transactions are between Merchants and persons who pay them ("Purchasers"). Neither WePay, nor any Chase subsidiary or affiliate, is a party to these transactions.

WePay initiates the payment process by providing information to Paymentech, LLC, a Delaware limited liability company ("Paymentech"). Paymentech is a subsidiary of Chase, which is a member of Visa U.S.A., Inc., Visa International ("Visa"), Mastercard International Incorporated ("MasterCard"), American Express Travel Related Services Company Inc. ("American Express"), or other payment card networks, associations, or companies (collectively, the "Card Networks"). Paymentech in its capacity as an authorized processor of transactions and Chase in its capacity as a member of several Card Networks are referred to collectively as the "Bank." WePay shall pay, or cause the Bank to pay, Merchants under both (a) the provisions of its agreement with WePay, and (b) the by-laws, operating regulations and all other rules, policies and procedures of the Card Networks as in effect from time to time (the "Card Network Rules"), that make WePay responsible for instructing settlement with you as a Merchant.

To establish your profile for use of the Service ("Profile"), WePay will obtain from Chase the identity information you provided to open your Bank Account and may ask for additional information to identify you, such as beneficial ownership information (where applicable). You agree to provide supplemental documentation upon request (including but not limited to: articles of incorporation, passports, driver's license or a business license). You agree that the identity information provided is complete and accurate to the best of your knowledge. You agree to promptly notify WePay if there are any significant changes to the nature of your business (including changes to any trade name(s)), product lines or services or in the event any person or entity acquires any beneficial ownership interest in you which is twenty-five percent (25%) or more.

In order to settle the payments you have accepted to your Bank Account, your identity information must be provided. If you do not provide identity information, then (a) thirty (30) days after you accept your first payment, you will not be able to accept additional payments, and (b) unless you provide identity promptly, the Bank will refund to your Purchasers all of the payments you have accepted. Finally, if at any time the identity information you provided is not correct and up to date, unless you provide verifiable information promptly upon request, (a) your Profile will be disabled so that you cannot accept additional payments, and (b) the Bank will refund to your Purchasers all of the payments that you have accepted but not settled. Neither the Bank nor WePay will have any liability to you for your inability to accept payments or for refunds pursuant to this paragraph.

Businesses (including sole proprietorships) and nonprofit organizations may use the Service if they are located in one of the 50 United States or the District of Columbia. Businesses located in Puerto Rico, U.S. territories (such as Guam), and U.S. military bases are not supported. You may use the Service on behalf of a business or nonprofit organization only if you are eighteen (18) years of age or older and you have the authority to enter into this Agreement on its behalf. Your acceptance of this Agreement constitutes acceptance by the business or nonprofit organization.

USA PATRIOT ACT: To help prevent the funding of terrorism and money laundering activities, Federal law and internal policies require us to obtain, verify, and record information that identifies each person who opens an account.

2. Limitations on Responsibility

Neither WePay, the Bank nor any other third party makes any representations or guarantees regarding Merchants or Purchasers utilizing the Service. Use of our Service in no way represents any endorsement by WePay or any Card Network, of a user's existence, legitimacy, ability, policies, practices, or beliefs. WePay does not have control of, or liability for, goods or services that are paid for with the Service. Merchant acknowledges and agrees that receipt of Purchaser information via the Service does not indicate that the Purchaser's payment instrument has sufficient available funds, that a transaction will be authorized or processed, or that the transaction will not later result in a chargeback or reversal.

A nonprofit organization may use the Service to accept payments as a Merchant. Not all nonprofit organizations are tax-exempt, and not all contributions to nonprofit organizations are tax-deductible. Nonprofit organizations are responsible for correctly classifying themselves and their transactions, issuing any required reports and receipts, and making any required tax or other filings. Contributors are responsible for verifying the status of organizations to which they donate and reporting their donations correctly for tax and other purposes. WePay specifically disclaims any liability in this regard.

If we sell or otherwise provide you with terminals or other equipment, (1) we are the equipment reseller, not the manufacturer, and (2) you will receive pricing and any additional terms (including manufacturer's warranty) before purchase.

3. Our Fees

Fees related to the Service are provided in the [Additional Banking Services and Fees for Business Accounts](#).

If Merchant refunds a payment in full, WePay will return its transaction processing fees. If Merchant refunds a payment in part, WePay will not return its transaction processing fees. Typically, fees are netted against other funds due to Merchant or debited from the Merchant's Bank Account. Merchant agrees to pay the fees for the Service that are posted from time to time or otherwise disclosed to you.

Subject to the terms of this Agreement, we reserve the right to change our fees. We will give you 30 days notice before the effective date of any change in a fee. By continuing to use the Service after receiving such notice, you consent to the change in fees.

4. E-Sign Disclosure and Consent

By agreeing to [Chase's Online and Mobile E-Sign Disclosure and Consent Agreement](#) ("E-Sign Consent"), you have agreed to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with your use of the Service. You may withdraw your consent to receive communications electronically in accordance with the E-Sign Consent. If you withdraw your consent to receive communications electronically, WePay may restrict or terminate your use of the Service, or charge you additional fees for paper copies.

5. Prohibited Merchants and Activities

By registering as a Merchant, you confirm that you are not one of the persons listed below and will not accept payments or use the Service in connection with the activities, items or services set forth below:

- Drugs, Drug Proprietaries, Druggist Sundries (B2B)
- Adult Entertainment and Adult Oriented Businesses
- Collection Agencies / Consumer Debt Buyers / Collection Litigation Law Firms
- Credit Risk Start-up professional sports leagues
- Products/services solely based on guaranteed rebate, refund or prize
- Lifetime guaranty
- Lifetime memberships
- Airlines
- Car rental agencies
- Branded Lodging - Hotels, Motels, Resorts
- Timeshares
- Travel Agencies
- Travel Tour Operators
- Pharmaceuticals, Non-face-to-face activity
- Tobacco / E-cigarettes / Vaping
- Direct Marketing – Outbound Telemarketing
- continuity subscription practices
- Casinos and other Gaming establishments
- Online Sports Betting (including Daily Fantasy Sports)
- FinTechs (e.g., P2P Crowdfunding) / Marketplaces / Payment Facilitators
- Ingestible products containing hemp-derived CBD (e.g., supplements and food additives) / excluding Canada
- Digital wallet, stored value, top-up wallet, prepaid companies, prepaid phone cards or cash services, sale of mobile minutes, or quasi cash
- Cannabis (excluding Canada)
- Cyberlockers
- Direct Marketing: Travel-related Arrangement Services
- Non-Financial Institutions-Foreign Currency-Cryptocurrency Merchants
- High-risk Securities
- Skill Games Merchants
- Government-Owned lottery Merchants (U.S. Region only)
- Government-Licensed Horse / Dog Racing (U.S. Region only)
- Dating Services
- Government-Owned lottery Merchants (specific countries)

You agree to provide additional documentation upon request for risk assessment purposes and to verify that you have not engaged in prohibited activity.

If WePay determines that you have received funds resulting from fraud or a prohibited activity, those funds may be frozen, returned to the Purchaser, or seized.

In addition, if we reasonably suspect that your Profile has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Profile, your access to the Service, and any of your transactions with law enforcement.

6. Our Role and Your Responsibilities

The Service collects, analyzes and relays information generated in connection with payments between

Purchasers and Merchants. You authorize WePay to provide this information to the Bank in order for the Bank to facilitate payments from Purchasers to Merchants through the Card Networks. WePay instructs the Bank to conduct the settlement of card transactions to Merchants.

WePay has entered into agreements with the Card Networks and the Bank. You are not a third-party beneficiary of these agreements. Each of the Card Networks is a third-party beneficiary of this Agreement and has beneficiary rights, but not obligations, and may enforce this Agreement against you. Some of the Card Networks may require a direct agreement with you. If you are required to enter into such an agreement and decline to do so, we may suspend your access to the Service.

You acknowledge that, if you receive payments from American Express exceeding the threshold specified by American Express, you will be converted to a direct card acceptance relationship with American Express and, upon conversion, you will be bound by the then-current American Express Card acceptance agreement and American Express will set the discount and other fees payable by you for American Express Card acceptance.

If you receive payments from any Card Network exceeding the threshold specified by that Card Network, you agree that (i) Paymentech shall be a third party beneficiary of all of WePay's rights under this Agreement and (ii) this Agreement shall be deemed the Commercial Entity Agreement as described in the Card Network Rules.

Furthermore, you must abide by the applicable Card Network Rules. For example, you will display each card's logo with equal size and prominence, and you shall not display a preference for, or discriminate against, one card brand over another.

Notwithstanding WePay's assistance in understanding the Card Network Rules, you expressly acknowledge and agree that you are assuming the risk of compliance with all provisions of the Card Network Rules, regardless of whether you have possession of those provisions. You agree to reimburse us and the Bank for all fines, fees, penalties, liabilities, or other charges or assessments by a Card Network or other payment network relating to your actions or your transactions ("Payment Network Liabilities"). The Card Networks make excerpts of their respective Card Network Rules available on their websites (including usa.visa.com, mastercard.com, americanexpress.com, and discover.com). Exhibit A to this Agreement sets forth certain specific requirements of the American Express Merchant Regulations, U.S.

7. Your ACH Payment Authorization

You authorize WePay and the Bank to initiate electronic National Automated Clearing House ("ACH") debit and credit entries to your Bank Account, and to initiate adjustments for any transactions credited or debited in error. You agree to be bound by the National Automated Clearing House Association Operating Rules ("NACHA Rules"), as in effect from time to time, and you agree that all ACH transactions that you initiate will comply with all applicable laws. Your authorization will remain in full force and effect until you notify us that you revoke it by contacting Customer Support. You understand that WePay requires a reasonable time to act on your revocation, not to exceed five (5) business days.

You authorize WePay to instruct the Bank to hold, receive, disburse and settle funds on your behalf. Subject to this Agreement, you also authorize WePay to instruct the Bank to debit or credit your Bank Account, to initiate adjustments for any transactions credited or debited in error, as well as for chargebacks, reversals, or claims in accordance with this Agreement, the Card Network Rules and NACHA Rules.

8. Accepted Forms of Payment

The Service supports most domestic and international credit, debit, prepaid or gift cards with a Visa, MasterCard, American Express or Discover logo. We may add or remove support for certain payment cards at any time without prior notice. We may elect only to process cards that receive an authorization from the applicable issuer. You agree to accept all of the cards issued by Card Networks that the Service supports in accordance with the terms of this Agreement.

The Service may support payments via Apple Pay to Merchants in the U.S. The [Apple Pay Web Merchant Terms and Conditions](#) apply, and Merchant agrees to be bound by them.

9. Sharing Information

We may share some or all of the information about you provided to WePay and your transactions using the Service with the Bank, the Card Networks, and our other service providers (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with WePay, to operate and promote their respective networks, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. American Express and other Card Networks may use your name, address, and website address (URL) in any media from time to time. At any time, WePay, the Bank, the Card Networks or our other service providers may suspend or terminate your use of the Service.

You agree that WePay is permitted to contact and share information about you with the Bank, the Card Networks, other financial institutions, and government agencies. This includes sharing information (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update their customer records about you and to assist them in better serving you, (d) for use in connection with their agreement with us, to operate and promote their business, perform analytics and create reports, and for any other lawful business purpose, and (e) to conduct

risk management.

10. Settlement Schedule

WePay will instruct the Bank to settle funds to your Bank Account on a daily basis. Payments processed and approved by 5:00 pm Pacific Time (PT) / 8:00 pm Eastern Time (ET), Sunday through Friday (including holidays), will be deposited into your Bank Account that night. All payments processed and approved by 5:00 pm PT / 8:00 pm ET on Saturdays will be deposited into your Bank Account Sunday morning by 7:30 am ET. Settlements are subject to the terms of this Agreement including provisions governing risk assessment and fraud monitoring. If the Bank cannot transfer the funds to your Bank Account for any reason, WePay may instruct the Bank to refund the funds to the Purchaser or escheat them pursuant to Section 20 below. Neither the Bank, WePay, nor the Purchaser will have any liability to Merchant for funds so refunded or escheated.

Settlements to your Bank Account may be limited or delayed based on your perceived risk and history with the Service. Should WePay or the Bank need to conduct an investigation or resolve any pending dispute related to your use of the Service, WePay may instruct the Bank to defer settlement or restrict access to your funds for the entire time it takes us to do so. The Bank may also defer settlement or restrict access to your funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity. WePay may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Order"). WePay may instruct the Bank to deliver or hold any funds or any information as required under such Legal Order. Neither WePay nor the Bank is responsible for any losses that you may incur as a result of our response or compliance with a Legal Order.

Furthermore, if WePay or the Bank suspects future chargebacks or disputes as a result of transactions associated with your use of the Service, WePay may instruct the Bank to defer settlement and/or restrict access to your funds until WePay and the Bank reasonably believe, in their respective sole discretion, that the risk of receiving a chargeback or dispute has passed. All settlements to Merchants are subject to review for risk and compliance purposes and can be delayed or postponed at WePay's or the Bank's respective sole discretion. If your use of the Service is terminated, you agree that you will not close your Bank Account for at least 180 days afterwards (or longer as we may request). For the avoidance of doubt, Chase may close your Bank Account at any time for any reason or no reason without prior notice in accordance with the Deposit Account Agreement.

11. Reserve

At any time and from time to time, WePay may instruct the Bank to temporarily suspend or delay payments to you and/or require a "Reserve" (defined following) to protect WePay and the Bank against the risks from you using the Service, including chargebacks, refunds, and Payment Network Liabilities. A "Reserve" is funds the Bank may withhold from you or require you to pay or obtain from your Bank Account and which the Bank maintains to protect WePay and the Bank against a risk that we or the Bank reasonably anticipate. We will notify you of the amount of any required Reserve, which we and the Bank will determine in good faith. The Bank will hold and control any required Reserve. The Reserve will not bear interest, and the Bank can commingle the Reserve with other funds. You have no interest in any Reserve other than a contingent right to receive any unused funds. WePay may instruct the Bank to periodically increase your required Reserve, or return Reserve funds no longer needed to manage your risk. When we and the Bank decide a Reserve is no longer needed, the Bank will return all unused Reserve funds to you. The right to require a Reserve will survive termination of this Agreement. This means that this Section 11 will remain in force even if you or we terminate the Agreement.

12. Your Funds Prior to Settlement

Prior to settlement to your Bank Account, your funds will be commingled and held by the Bank with other Merchants' funds in one or more pooled accounts at the Bank that are established in the Bank's name for the benefit of you and other users. The Bank has sole discretion over the establishment and maintenance of any pooled account.

As consideration for using the Service, you irrevocably assign to us or the Bank all rights and legal interests to any interest and/or other earnings or benefits that may accrue or are attributable to the Bank holding your funds in a pooled account.

If the balance of funds associated with your Profile is negative for an extended period of time (as defined by WePay in its sole discretion), we may terminate the Service and pursue legal action or other collection efforts.

13. Cardholder Data Security

"Cardholder Data" is information associated with a payment card, such as account number, expiration date, and CVV2. WePay will comply with the Payment Card Industry Data Security Standards ("PCI DSS") to the extent WePay possesses or otherwise stores, processes, or transmits Cardholder Data on your behalf, or to the extent WePay could impact the security of your Cardholder Data environment. WePay is a validated PCI Level 1 Service Provider and so is qualified to handle Cardholder Data in connection with the Service.

If you handle, transmit, or store any Cardholder Data in connection with your use of the Service, you agree to comply at all times with PCI DSS. Further, you agree to certify such compliance and provide documentation in accordance with Card Network Rules, or when asked by WePay to do so. You also agree that you will use only PCI DSS compliant service providers in connection with the storage, processing, or transmission of Cardholder Data.

You are fully responsible for the security of data (including but not limited to Cardholder Data) in your possession or control. You agree to comply with all applicable laws and Card Network Rules in connection with your collection, security and dissemination of any personal, financial, or transaction information.

14. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld, in connection with your use of the Service. You are solely responsible for collecting, withholding, reporting and remitting any taxes to the appropriate tax authority. WePay is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report or remit any taxes to any tax authority arising from your use of the Service.

WePay or the Bank may have tax reporting responsibilities in connection with the Service. For example, WePay or the Bank will report to the Internal Revenue Service, state and/or local governments on Form 1099 as required by law, your name, address, Tax Identification Number (Employment Identification Number or Social Security Number), the total gross dollar amount of the payments you process in a calendar year, and the total gross dollar amount of the payments you process for each month in a calendar year.

15. Customer Service Provided by Merchants

You are solely responsible for all customer service issues relating to your goods or services, including pricing, order fulfillment, order cancellation by you or the Purchaser, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from WePay and Chase. You will assure that Purchasers have access to clear customer service information, including an active customer service email address and telephone number.

16. Refunds and Returns Provided by Merchants

You agree to process returns of, and provide refunds and adjustments for, goods or services through the Service in accordance with this Agreement and the Card Network Rules. The Card Network Rules require that you will (a) maintain a fair return, cancellation or adjustment policy, (b) disclose your return or cancellation policy to Purchasers at the time of purchase, (c) not give cash refunds to a Purchaser in connection with a payment card sale, unless required by law, and (d) not accept cash or any other item of value for preparing a payment card sale refund. Your refund policies must be the same for all payment methods. If your Purchaser is dissatisfied with your refund policy, the Purchaser may chargeback the payment.

17. Merchant's Liability for Chargebacks

The amount of a payment may be charged back to you if (a) it is disputed by a Purchaser, (b) it is reversed for any reason, (c) it was not authorized or we have any reason to believe that the transaction was not authorized, or (d) it is unlawful, suspicious, or in violation of the terms of this Agreement. You are responsible for all chargebacks, whether or not the chargeback complies with the Card Network Rules.

18. How Chargebacks are Handled

You owe the Bank and will immediately pay the amount of any chargeback and any associated fees, fines, or penalties assessed by the Bank or the Card Networks. If you do not have sufficient funds available, we and the Bank will have the remedies set forth below in Section 19, Set-off and Collection Rights; Grant of Security Interest. If you have pending chargebacks or reversals, the Bank may delay settlement to you.

Further, if we reasonably believe that a chargeback or reversal is likely with respect to any transaction, the Bank may withhold the amount of the potential chargeback or reversal from payments otherwise due to you under this Agreement until such time that: (a) a chargeback or reversal is assessed due to a Purchaser's complaint, in which case the Bank will retain and refund the funds; (b) the period of time under applicable law or regulation by which the Purchaser may dispute that the transaction has expired; or (c) we determine that a chargeback or reversal on the transaction will not occur.

If we determine that you are incurring an excessive amount of chargebacks or reversals, WePay or the Bank may establish controls or conditions governing your use of the Service, including without limitation, by (a) assessing additional fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated chargebacks, reversals and related fees, (c) delaying settlement, and (d) terminating or suspending your use of the Service.

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Service. To that end, you permit us to share information about a chargeback or reversal with the Purchaser, the Purchaser's financial institution, and your financial institution in order to investigate and/or mediate a chargeback or reversal. We will request necessary information from you to contest the chargeback or reversal. If the chargeback or reversal is contested successfully, the Bank will release the reserved funds to you. If a chargeback or reversal dispute is not resolved in your favor by the Card Networks or issuing bank or you choose not to contest the chargeback or reversal, the Bank may recover the chargeback or reversal amount and any associated fees as described in this Agreement. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) days of a request, may result in an irreversible chargeback or reversal. We reserve the right, upon notice to you, to

charge a fee for mediating and/or investigating chargeback and reversal disputes.

19. Set-off and Collection Rights; Grant of Security Interest

The Bank can, without notifying you or making a demand for payment, retain, apply or set off any amount owed you by WePay or the Bank or the value of any of your property in the possession of WePay or the Bank, against any amount you owe WePay, the Bank, or our affiliates for any obligation irrespective of whether WePay or the Bank has made any related demand (even if it is unmatured). All fees are deducted first from the transferred or collected funds and thereafter from your Bank Account. If you do not have sufficient funds in your Bank Account, the Bank may collect from any other funding source associated with your Profile, or from any other Profile under your control, or from any funding source associated with such other Profile, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in any other payment instrument registered with WePay. Your failure to pay in full amounts that you owe us on demand will be a breach of this Agreement, and Chase may exercise its rights in accordance with Section C - "Overdrafts and Fees; Overdraft Protection; Setoff and Security Interest" of the Deposit Account Agreement.

20. Dormant Accounts

If there is no activity associated with your Profile (such as a payment or settlement) for the period of time set forth in the applicable unclaimed property laws, and you have funds, we or the Platform may notify you by sending an email to your registered email address or a text to your registered telephone number. We or the Platform may also notify you by U.S. mail. If you do not initiate settlement of the funds or respond to the notice within the time period specified in the notice, we may terminate your access to the Service and escheat your funds (less a processing fee) in accordance with applicable law.

21. Statements and Errors

WePay will provide a report of activities, including transactions and fees, relating to the Service ("Transaction History"), which is available for you to examine when it is available online. WePay is not responsible for you relying on balance, transaction or related information that is updated or corrected, or the accuracy or timeliness of information supplied by any third party. You agree that the Transaction History is sufficient for you to inspect and review activity and to identify errors and unauthorized or altered transactions. You will promptly examine your Transaction History as it becomes available. You will promptly, and no later than 60 calendar days after the Transaction History date, reconcile your Transaction History with your bank statements and other receipts from the same period, and notify WePay or Chase of any: (a) unauthorized transactions, including any claims of such activity or requested adjustments, (b) alterations, errors, discrepancies and irregularities, or (c) discrepancies you identify when reconciling with your bank statements and other receipts. If you do not act in the timeframes above, you agree that you cannot: (i) assert you exercised reasonable care and promptness in reviewing your Transaction History and identifying errors, (ii) be reimbursed for a "Claim" (as defined in Section 32 below) refused as a result, and (iii) make a Claim or otherwise act against us for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act. You should make archival copies of your Transaction History data regularly. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data, and (b) reconciling all transaction information that is associated with your use of the Service.

The Service is not a real-time system. You acknowledge that there may be a lag in the information presented depending on when the data was last refreshed and/or the connection status. We make no commitment that the Service, or the access thereof, will be uninterrupted, available at all times, or error-free.

22. Receipts

As part of the send receipt feature embedded within the Service, you will be able to send an electronic receipt to the Purchaser via email or text message. You must ensure that you have any necessary consent from the Purchaser to have us send the email and/or text message to your Purchaser.

You shall not: (a) input, enter, or otherwise communicate in the memo field of the receipts any libelous, defamatory, harassing, offensive, abusive, obscene, pornographic, brand-damaging, disparaging, infringing, illegal, or otherwise objectionable content; (b) use the memo field to solicit, promote or market any products or services; (c) engage in any anti-competitive or illegal conduct on the Service; or (d) state or imply any endorsement or sponsorship by us of any of your products or services.

23. Additional Services and Features

(a) Catalog and Inventory Management Service

In connection with your use of the Service, you may have the option to access and use our Catalog and Inventory Management Service (the "Inventory Management Service"). The Inventory Management Service constitutes part of the Service, and is intended to assist with your management and tracking of physical product inventory, including the capture and reporting of sales activity related to methods of payment other than credit cards ("Alternative MOPs").

You will be able to submit and maintain inventory data and other related transaction data ("Inventory Data") through the Inventory Management Service. The amount of Inventory Data that you are entitled to submit through and maintain on the Inventory Management Service may be subject to usage limits as we may specify from time to time. In the event no usage limits have been specified, you agree not to use the Inventory Management Service for excessive or unreasonable data storage, or for data storage that would not be reasonably anticipated given the nature of the Inventory Management Service.

With respect to Alternative MOPs, WePay shall have the right to determine in its sole discretion the Alternative MOPs that are compatible with and supported by the Inventory Management Service, and reserves the right to decline the use of Alternative MOPs in its sole discretion. WePay does not warrant or guarantee that the Inventory Management Service will be compatible with or support particular Alternative MOPs. WePay shall not be responsible or liable for any failure by the Inventory Management Service to collect or record Inventory Data relating to Alternative MOPs that are not compatible with or supported by the Inventory Management Service. In addition, if cash and/or gift cards constitute Alternative MOPs supported by the Inventory Management Service, you acknowledge and agree that WePay shall not be responsible or liable for any payment processing activities with respect thereto.

As between WePay and you, you will own all right, title and interest in and to the Inventory Data. However, you hereby grant WePay a royalty-free, worldwide, non-exclusive right and license to access, store, record, transmit, maintain, copy and display the Inventory Data solely for purposes of providing the Inventory Management Service to you.

As between WePay and you, you are the controller of all Inventory Data, and you are solely responsible for the lawfulness, accuracy, truthfulness, consistency, and completeness of all Inventory Data you submit or provide in connection with Inventory Management Service. You represent and warrant that you (a) will comply with any and all laws, rules and regulations related to privacy, security, data protection, and/or the processing of personal data, in any relevant jurisdiction, each as amended, replaced or superseded from time to time ("Data Protection Laws"), applicable to the collection, use, processing and transfer of the Inventory Data in connection with the Inventory Management Service, (b) will obtain all consents that are required by applicable Data Protection Laws with respect to your use of the Inventory Data in connection with the Inventory Management Service, including, without limitation, obtaining any applicable consumer consents as required for you to submit applicable consumer data through the Inventory Management Service and print receipts containing such consumer data, and (c) will, upon receiving an individual's request in relation to Inventory Data, comply with such request in accordance with Data Protection Laws.

The Inventory Management Service is not designed to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), the HIPAA Omnibus amendments and implementing regulations promulgated thereunder, and may not be used for the processing, transmission or storage of any electronic Protected Health Information.

In accordance with Section 30 below, the Inventory Management Service is provided "as is" and "as available" without warranties of any kind. In the event that the Inventory Management Service ceases to function as intended or otherwise experiences a failure, you lose access to any Inventory Data, and/or the Inventory Management Service is no longer accessible or available to you, your sole and exclusive remedy shall be to cease using the Inventory Management Service.

You acknowledge and agree that the Inventory Management Service is provided as a software as a service solution, and in providing the Inventory Management Service, we may utilize the services of one or more third party service providers to host the Inventory Management Service. You understand and agree that the availability of the Inventory Management Service, or certain features and functions thereof, is dependent on the corresponding availability of these third party services. In addition to the other disclaimers and limitations on liability set forth herein, you acknowledge and agree that we will not be liable to you or any third party in the event that unavailability of the Inventory Management Service is caused by the acts or omissions of an applicable third party service provider.

We reserve the right to suspend or terminate the Inventory Management Service at any time in our sole discretion. If we elect to suspend or terminate the Inventory Management Service, we will provide written notice to you reasonably in advance of such suspension or termination. If we terminate the Inventory Management Service, you will have thirty (30) days from the date of notice of termination to retrieve your Inventory Data from the Inventory Management Service. You are solely responsible for accessing and retrieving the applicable Inventory Data during the applicable thirty (30) day period. Following the applicable thirty (30) day period, we shall have no further obligation to store or maintain your Inventory Data and we will have the right to delete your Inventory Data from our systems.

IN THE EVENT OF A SYSTEM FAILURE, INTERRUPTION, SUSPENSION OR TERMINATION AFFECTING THE INVENTORY MANAGEMENT SERVICE, YOUR INVENTORY DATA MAY BE DELETED, CORRUPTED, DESTROYED, DAMAGED OR OTHERWISE LOST. EXCEPT AS OTHERWISE PROVIDED BY LAW, YOU ASSUME THE RISK OF LOSS OF INVENTORY DATA IN CONNECTION WITH YOUR USE OF THE INVENTORY MANAGEMENT SERVICE. BY ACCESSING AND USING THE INVENTORY MANAGEMENT SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU FULLY COMPREHEND AND ACCEPT THIS RISK OF LOSS.

YOU ACKNOWLEDGE AND AGREE THAT WEPAY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELETION, CORRUPTION, DESTRUCTION, DAMAGE, OR OTHER LOSS OF INVENTORY DATA ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF (OR INABILITY TO ACCESS OR USE), OR AVAILABILITY OF (OR LACK THEREOF) THE INVENTORY MANAGEMENT SERVICE, HOWEVER CAUSED.

(b) Payment Link and Edit Link Features

In connection with your use of the Service, you may have the option to access and use the payment link feature which will allow you the ability to send an electronic link to your Purchaser via email, text message, or other messaging channels to facilitate your Purchaser's payment(s) to you (the "Payment Link Feature"). In order to utilize the Payment Link Feature, you must ensure that you have any necessary consent from your Purchaser to send an email and/or text message to them. In the case of sending by text or certain messaging channels, your Purchaser may see the phone number of the device that you send the link from. Messaging and data rates may apply.

In addition to the Payment Link Feature, you may have the option to access and use the edit link feature which will allow you to edit or modify existing payment links (the "Edit Link Feature"). You acknowledge and agree that WePay or Chase may, in its sole discretion, limit or change the features and functionality of the Payment Link Feature or Edit Link Feature at any time and without prior notice to you. Furthermore, you acknowledge and agree that if you choose to utilize the Edit Link Feature, you agree to notify your Purchasers of any changes you make and agree to indemnify WePay and/or Chase and agree to be liable for any resulting chargebacks, reversals, refunds, or Payment Network Liability.

(c) Tap-to-Pay

In connection with your use of the Service, you may have the option to access and use the tap-to-pay feature which will allow you the ability to accept certain payments via a tap to a device (the "Tap-to-Pay Feature"). In order to utilize the Tap-to-Pay Feature, you must ensure that you have a device that has the eligible features and functionality to accept payments via a tap and that you have accepted and agreed to be bound by the applicable device manufacturer terms and conditions.

(d) Limitations and Warranties for Additional Services and Features

In accordance with Section 30 below, each of the additional services and features referenced in this Section 23 (the "**Additional Services and Features**") are provided "as is" and "as available" without warranties of any kind. In the event that the Additional Services and Features cease to function as intended or otherwise experiences a failure, you lose access to any data, and/or the Additional Services and Features is no longer accessible or available to you, your sole and exclusive remedy shall be to cease using the Additional Services and Features.

You acknowledge and agree that the Additional Services and Features are provided as a service solution, and in providing the Additional Services and Features, we may utilize the services of one or more third party service providers to host the Additional Services and Features. You understand and agree that the availability of the Additional Services and Features, or certain features and functions thereof, is dependent on the corresponding availability of these third party services. In addition to the other disclaimers and limitations on liability set forth herein, you acknowledge and agree that we will not be liable to you or any third party in the event that unavailability of the Additional Services and Features is caused by the acts or omissions of an applicable third party service provider.

We reserve the right to suspend or terminate the Additional Services and Features at any time in our sole discretion. If we elect to suspend or terminate the Additional Services and Features, we will provide written notice to you reasonably in advance of such suspension or termination. If we terminate the Additional Services and Features, you will have thirty (30) days from the date of notice of termination to retrieve your Inventory data from the Additional Services and Features. You are solely responsible for accessing, retrieving, and storing the applicable data during the applicable thirty (30) day period. Following the applicable thirty (30) day period, we shall have no further obligation to store or maintain your data and we will have the right to delete your data from our systems.

IN THE EVENT OF A SYSTEM FAILURE, INTERRUPTION, SUSPENSION OR TERMINATION AFFECTING THE ADDITIONAL SERVICES AND FEATURES, YOUR DATA MAY BE DELETED, CORRUPTED, DESTROYED, DAMAGED OR OTHERWISE LOST. EXCEPT AS OTHERWISE PROVIDED BY LAW, YOU ASSUME THE RISK OF LOSS OF DATA IN CONNECTION WITH YOUR USE OF THE ADDITIONAL SERVICES AND FEATURES. BY ACCESSING AND USING THE ADDITIONAL SERVICES AND FEATURES, YOU ACKNOWLEDGE AND AGREE THAT YOU FULLY COMPREHEND AND ACCEPT THIS RISK OF LOSS.

YOU ACKNOWLEDGE AND AGREE THAT WEPAY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELETION, CORRUPTION, DESTRUCTION, DAMAGE, OR OTHER LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF (OR INABILITY TO ACCESS OR USE), OR AVAILABILITY OF (OR LACK THEREOF) THE ADDITIONAL SERVICES AND FEATURES, HOWEVER CAUSED.

24. Privacy

Your privacy is very important to us. By accepting this Agreement, you confirm that you have read, understood and accepted our **Privacy Statement**, which is appended to the end of this document. For the avoidance of doubt, our Privacy Statement applies to your information provided to WePay.

25. Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

If you discover a security-related issue, including any unauthorized use of your access credentials in connection with the Service, you will inform us of the issue immediately by contacting 1-877-242-7372. You also agree not to disclose the issue to third parties until WePay has addressed it unless otherwise required by law.

26. Termination

We may terminate this Agreement for any reason or no reason at any time upon notice to you. We may also suspend the Service and instruct the Bank to suspend settlement of any funds to your Bank Account if you (a) have violated the terms of WePay or Chase's policies or this Agreement, (b) pose an unacceptable credit or fraud risk, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

If your Bank Account is terminated for any reason, this Agreement will be terminated and you will no longer have access to the Service.

27. Effect of Termination

If we terminate this Agreement for any reason or no reason, you agree: (a) to immediately stop using the Service, (b) that the license provided under this Agreement shall end, (c) that we have the right to delete all of your information and Profile data in accordance with our record-keeping policies and applicable law, and (d) that WePay shall not be liable to you or any third party for any of the foregoing actions. WePay will not be liable to you for compensation, reimbursement, or damages in connection with any termination of this Agreement or suspension of Service. Any termination of this Agreement does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement. After termination of this Agreement, you continue to be liable for all chargebacks, refunds, fees, Payment Network Liabilities, and adjustments resulting from or relating to transactions processed pursuant to this Agreement. If you submit transactions to us after the date of termination, we may, but are not required to, process such transactions. All transactions we process will be in accordance with and subject to all the terms of this Agreement. This Section 26 will survive termination of this Agreement.

28. Our Intellectual Property Rights

WePay grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Service solely to accept and receive payments and to manage the funds you so receive.

The Service is licensed and not sold. WePay and its affiliates reserve all rights not expressly granted to you in this Agreement. The Service is protected by copyright, trade secret and other intellectual property laws. WePay and its affiliates own the title, copyright and other worldwide intellectual property rights in the Service and all copies of the Service. This Agreement does not grant you any rights to WePay or its affiliates' trademarks or service marks, nor may you remove, obscure, or alter any of WePay or its affiliates' trademarks or service marks included in the Service.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place WePay under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/ or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, WePay does not waive any rights to use similar or related ideas previously known to WePay, or developed by its employees, or obtained from sources other than you.

29. Your Representations and Warranties

You represent and warrant to us that: (a) you are eligible to use the Service and have the right, power, and ability to enter into and perform this Agreement; (b) the name provided by you when opening your Bank Account is your name or business name under which you sell goods and services; (c) any sales transaction submitted by

you will represent a bona fide sale by you; (d) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a Purchaser; (e) you will fulfill all of your obligations to each Purchaser for which you submit a transaction and will resolve any consumer dispute or complaint directly with the Purchaser; (f) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (g) except in the ordinary course of business, no transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of your entity; (h) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service; and (i) your use of the Service will be in compliance with this Agreement.

30. Disclaimer of Warranties by WePay and the Bank

You agree this Agreement is for commercial services and the Uniform Commercial Code does not apply to the Service.

WEPAY, OUR AFFILIATES AND THE BANK PROVIDE THE SERVICE "AS IS" AND "AS AVAILABLE," AND DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WARRANTIES OF (A) MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, DEALING OR TRADE USE, AND (B) NON-INFRINGEMENT. WHERE LEGAL REQUIREMENTS IMPOSE AN IMPLIED WARRANTY BY US, OUR AFFILIATES OR THE BANK, SUCH WARRANTY ENDS 30 DAYS FROM THE DATE THE SERVICE IS FIRST AVAILABLE TO YOU.

31. Our and the Bank's Liability

Under no circumstances will our, our affiliates and the Bank's financial liabilities arising out of or related to this Agreement exceed the total fees paid to us under this Agreement (net of Card Network and other third party fees such as interchange, assessments, and Payment Network Liabilities) for the six months prior to the time the liability arose.

WePay, our affiliates and the Bank are only liable for reasonably foreseeable damages directly caused by an act that is within our or the Bank's respective direct control and are not responsible for your actions, inactions, omissions, delays or failures, or those of third parties.

WePay, our affiliates and the Bank are not liable for any claim of negligence if we and the Bank follow our respective procedures, which you agree constitute our exercise of good faith and ordinary care.

WePay, our affiliates and the Bank are not liable for any fraud or forgery, other than by each of us.

None of WePay, our affiliates or the Bank guarantees (a) the security, sequence, timeliness, accuracy or completeness of any service, data or technology, or (b) access to any service or technology.

32. Waiving Special Damages

None of you, WePay, our affiliates or the Bank will be liable for any "Special Damages," defined following, regardless of the form of action and even if advised of a possibility of Special Damages. You, WePay, our affiliates and the Bank hereby waive the right to claim or recover Special Damages. "Special Damages" means indirect, special, incidental, speculative, remote, exemplary, punitive or consequential damages, lost profits, loss of business or goodwill, tax or late payment penalties and damages, including any related to systems or equipment issues, access to any online service, service providers, and problems or delays using the Service. For the avoidance of doubt, Special Damages do not include Payment Network Liabilities, which will be deemed direct damages.

33. Timely Filing of Claims

As used in this Agreement, "Claim" means an actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including Special Damages (as defined in Section 31 above), attorney fees and dispute resolution costs. You must file a Claim in connection with the Service with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that Claim against us.

34. Indemnification and Holding Harmless

You agree to unconditionally release, indemnify, defend and hold harmless us, the Bank and our respective Related Persons (defined following) for any Claim arising from or related to: (a) us, our affiliates or the Bank providing the Service, or accepting or processing a transaction or instruction from you, your authorized person or on your behalf related to the Service or otherwise consistent with this Agreement, (b) us, our affiliates or the Bank paying a tax, interest or penalty for which you are liable or for which we or the Bank otherwise have no responsibility, (c) us, our affiliates or the Bank taking any action permitted by this Agreement, including defending against a Claim, (d) you breaching this Agreement or a representation or warranty you give, (e) you claiming against a Card Network or payment network relating to the Service or a transaction, (f) you, us, our affiliates or the Bank incurring fees, fines or penalties arising from you breaching legal requirements, Card Network Rules or NACHA Rules, (g) you or anyone else using the Service with your access credentials, and (h) a third party claim. "Related Persons" are past, present and future direct and indirect parents and affiliates and any authorized person, director, officer, employee, manager, partner, shareholder, beneficial owners, insurer,

service provider, agent or attorney, including all successors, subrogees and assigns.

This indemnification does not apply to any Claim to the extent it is directly caused by our or the Bank's negligence, recklessness or willful misconduct.

Indemnity obligations in this Agreement remain in force after termination of the Service or this Agreement.

35. Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact Customer Support with any dispute.

36. Arbitration

You agree that any Claim related to this Agreement or the Service will be governed by Section I-12 - "Arbitration" of the Deposit Account Agreement. In the event that you, the Bank or WePay are not able to resolve a dispute with American Express, or a claim against WePay, the Bank or any other entity that American Express has a right to join, Exhibit B will apply.

37. Governing Law and Venue

The internal laws of the State of New York (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying "Legal Requirements," defined following. "Legal Requirements" means each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a government authority or a regulatory (including self-regulatory) organization to which a party and/or its affiliates is subject, including (a) all applicable anti-money laundering laws, rules and regulations, (b) "Know-Your-Customer" and sanctions laws, rules and regulations, (c) Federal Reserve Board regulations, and (d) tax regulations. All rights and remedies relating to this Agreement, Legal Requirements, the NACHA Rules and the Card Network Rules are cumulative and do not exclude any other rights or remedies. The maximum amount of pre- and post-judgment interest in connection with any Claim will be the lower of the prime rate and the rate set by the State of New York.

Disputes relating to the Service will be resolved by an arbitration tribunal or by a court of competent jurisdiction in the State of New York and you agree to submit to this jurisdiction. You waive any immunity (sovereign or otherwise) that you may have in connection with this Agreement.

This Section 36 does not prevent us from starting proceedings in a court or tribunal of any state with jurisdiction, including concurrently in any number of states.

38. Waiving Rights to Jury Trial

You and we waive the right to a trial by jury for any matter or Claim relating to this Agreement, the Service or a transaction.

39. Assigning this Agreement; Change of Control

You may assign or transfer this Agreement only in connection with assignment or transfer by Chase of the Bank Account subject to the relevant provisions of the Deposit Account Agreement. The assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned.

You may continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or a person taking charge of your assets or business only in connection with the continuation, assumption or assignment of the Bank Account.

We or the Bank can at any time assign or transfer this Agreement, in whole or in part. We, our affiliates or the Bank can also at any time assign or transfer any or all of our respective rights and obligations under this Agreement.

40. Amendment of Agreement

We have the right to change the terms of this Agreement at any time with notice that we in our sole discretion deem to be reasonable in the circumstances, including posting the revised Agreement on our Website. Any use of the Service after such notice or posting shall constitute your acceptance of this Agreement as modified.

41. Force Majeure

None of WePay, our affiliates or the Bank are liable to you for not carrying out, or delaying performance of, any actions caused by an act of God, a government authority, any Card Network, the ACH, a Legal Requirement, a catastrophe, war or terrorism, civil or labor disturbance, fire, flood, other natural disaster, or any other cause beyond our reasonable control.

42. Other Provisions

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and WePay, and they describe the entire liability of WePay, our affiliates and the Bank and your exclusive remedy with respect to your access and use of the Service. In the event of a conflict between this Agreement and any other WePay agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that WePay may have under trade secret, copyright, patent or other laws. WePay's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

43. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

Exhibit A

American Express Card Acceptance and Brand Requirements

1. **Defined Terms.** As used in this **Exhibit B**, the following capitalized terms have the following respective meanings:

"Cardmember" means an individual or entity that has entered into an agreement establishing an American Express Card account, or whose name appears on the American Express Card.

"Cardmember Information" means any information about Cardmembers and transactions, including, but not limited to, transaction data, and Cardmember name, addresses, American Express Card numbers, and American Express Card Identification Numbers.

"Establishments" means any or all of your and your affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services including methods that you adopt in the future.

"Marks" means names, logos service marks, trademarks, trade names, taglines, or other proprietary designs or designations.

"Other Payment Products" means any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the American Express Card.

2. **American Express Card Acceptance.** Merchant must accept the American Express Card as payment for goods and services (other than those goods and services prohibited under Section 5 of the Agreement) sold, or (if applicable) for charitable contributions made, at all of Merchant's Establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's Establishments under this Agreement.
3. **Treatment of the American Express Brand.** Except as expressly permitted by applicable law, Merchant must not:
 - indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the American Express Card,
 - try to dissuade Cardmembers from using the American Express Card,
 - criticize or mischaracterize the American Express Card or any American Express services or programs,
 - try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check),
 - impose any restrictions, conditions, disadvantages or fees when the American Express Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
 - suggest or require Cardmembers to waive their right to dispute any transaction,
 - engage in activities that harm our business or the American Express brand (or both),
 - promote any Other Payment Products (except Merchant's own private label card that Merchant issues for use solely at Merchant's Establishments) more actively than Merchant promotes the American Express Card, or
 - convert the currency of the original sale transaction to another currency when requesting authorization or submitting transactions (or both).
4. **Treatment of the American Express Brand (US).** Merchant may offer discounts or in-kind incentives from Merchant's 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) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to Merchant's customers, (ii) the discount or in-kind incentive is offered to all of Merchant's 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 state statute, Card Network. 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 the paragraph titled, "Treatment of the American Express Brand."

5. **Treatment of the American Express Marks.** Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of the American Express Card and display our Marks as prominently and in the same manner as any Other Payment Products. Merchant must not use our Marks in any way that injures or diminishes the goodwill associated with the Mark, nor in any way (without our prior written consent) indicate that we endorse Merchant's goods or services. Merchant shall only use our Marks as permitted by the Agreement and shall cease using our Marks upon termination of the Agreement.
6. **Treatment of American Express Cardmember Information.** Any and all Cardmember Information is confidential and the sole property of the American Express Card issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate transactions at Merchant's Establishments in accordance with the Agreement.

Exhibit B

Arbitration Agreement (as to Disputes Involving American Express) (U.S.)

In the event that Merchant or WePay is not able to resolve a "Claim" (as defined in Section 11 below) against American Express, or a claim against WePay or any other entity that American Express has a right to join, this **Exhibit B** (this "Arbitration Agreement") explains how Claims may be resolved through arbitration. Merchant 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 Merchant nor WePay nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, WePay, 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 Arbitration 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 Merchant, WePay, or American Express would have in court may also not be available in arbitration.

1. **Initiation of Arbitration.** Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Arbitration 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 Merchant selects 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 Merchant's headquarters is located or New York, NY, at Merchant's election.
2. **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 Merchant, WePay, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, WePay or American Express and cannot be used in any other case except to enforce the award as between Merchant, WePay and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Arbitration Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Merchant, WePay, and American Express do not waive the right to appeal that decision.
3. **Previously Filed Claims/No Waiver.** Merchant, WePay, 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. Merchant, WePay, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, 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 Arbitration Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.
4. **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 Arbitration Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this Arbitration Agreement.
5. **Split Proceedings for Equitable Relief.** Merchant, WePay, 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.
6. **Small Claims.** American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.
7. **Governing Law/Arbitration Procedures/Entry of Judgment.** This Arbitration Agreement 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 Merchant's Claim is for \$10,000 or less, Merchant 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 Merchant's headquarters or Merchant's assets are located.

8. **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.
9. **Costs of Arbitration Proceedings.** Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Merchant's written request, American Express will consider in good faith making a temporary advance of Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.
10. **Additional Arbitration Awards.** If the arbitrator rules in Merchant's 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 Merchant is 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 Merchant.
11. **Definitions.** For purposes of this **Exhibit B, "Arbitration Agreement (as to Claims Involving American Express) (U.S.)"** 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) Merchant includes Merchant's 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 WePay 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.

Merchant Services' Privacy Statement

Commitment to Privacy and Security

Merchant Services, through its operating entities Paymentech, LLC, WePay, Inc., Chase Paymentech Europe Limited, J.P. Morgan Wholesale Payments Europe Limited, WePay Payments Ltd. and Chase Paymentech Solutions Inc. (collectively, "Merchant Services"), is committed to safeguarding the privacy and security of the personal information it collects. This Privacy Statement explains Merchant Services' policies and practices with respect to the handling of personal information. This Privacy Statement shall be read and is provided in addition to other privacy policies or statements you receive or encounter from the JPMorgan Chase & Co. family of companies; please know that this policy controls for purposes of your accounts or relationships with Merchant Services.

Circumstances Where We Collect Information

Merchant Services' customers are businesses and other legal entities desiring to accept credit or debit cards or other payment methods, as payment for goods or services or as donations ("Merchants"). Merchant Services does not provide services for consumer, personal, family or household purposes and generally does not have direct relationships with, or collect information directly from, individual consumers. The personal information we receive and collect, as described below, relates to our Merchants (and their owners and operators), the payment transactions we help Merchants execute, and representatives of prospective or potential business customers interested in learning more about our services.

Circumstances where Merchant Services collects information, including personal information, include the following:

1. **Browsing our Websites.** When you browse our websites, we collect information as described in the online privacy policy or statement applicable to that website.
2. **Your Inquiries.** When you complete and submit a form or otherwise provide us with personal information about you on our websites, or contact us by e-mail, fax, or telephone, Merchant Services stores the inquiries and their contents. Merchant Services, pursuant to applicable law, may record or monitor telephone calls for various business purposes, including quality assurance, training, and record keeping.
3. **Opening an Account or Using Our Services.** When you submit an application to become a Merchant,

you will be required to provide us with certain information about your business, and its owners and officers, which also act as guarantors of the Merchant's obligations. Personal information we collect about owners, officers and guarantors includes name and personal contact information, date of birth, tax identification number and ownership information. When you open an account or submit an application, Merchant Services also obtains and stores credit, financial and other personal information about your business, and its officers, owners and guarantors from consumer reporting agencies, credit bureaus, relevant financial institutions, and other entities.

4. **From Customers of Our Merchants.** If a consumer purchases a product or service from a Merchant using a credit or debit card, or any other method of payment for which we provide the Merchant with transaction processing services, the consumer will likely provide that Merchant with certain personal information including, for example, the consumer's name, credit card number and transaction information. Our Merchants transmit some of this information ("Order Information") to us in connection with processing the transaction.
5. **From Our Partners.** If an online platform provides Merchant Services integrated with the platform's own services, the platform provides us with information about our shared users, such as length of the relationship and purpose of the payments.

Merchant Services is a global business and therefore we transmit, transfer, store or process personal information to, or through, other countries in the world, as we deem necessary, appropriate, and in accordance with applicable legal, contractual or regulatory obligations. When we do, we take appropriate steps to protect the confidentiality and security of the personal information in accordance with this Privacy Statement. Our employees, affiliates and third parties we engage to provide services on our behalf are responsible for complying with the data protection requirements set forth in this Privacy Statement.

Use and Disclosure of Information

Merchant Services uses, retains and discloses personal information to (i) comply with any applicable legislation requiring Merchant Services to obtain, verify, and record information that identifies each entity with which it establishes a Merchant relationship; (ii) evaluate your eligibility for a Merchant account, which involves disclosure to consumer reporting agencies, commercial credit bureaus, and relevant financial institutions; and (iii) as required or permitted by law. Merchant Services also uses your information to contact you about other Merchant Services offerings and services, as well as offerings and services of our affiliates. If you are, or become a Merchant, Merchant Services discloses your information, and information about your officers, directors and guarantors during the course of providing such services to card associations, banks and other financial institutions involved in the course of processing or screening the transaction, and to third parties that have contracted with Merchant Services to perform certain functions of our services on our behalf. Merchant Services uses or discloses your personal information for the additional purposes of facilitating and completing merchant-initiated or authorized transactions; complying with local laws, including credit reporting laws and card association rules; assisting in preventing fraud; informing you about general company news, product updates and developments, card association rules, and industry trends; offering you products and services of interest to you; or as otherwise permitted by your agreements with us, your consent, or as required by applicable law.

Examples where we use and disclose information include:

1. **Service Providers.** Merchant Services provides personal information to outside organizations as necessary to provide requested services. Our contracts with such third parties require that any information that we provide to them is kept confidential and used solely for the purposes of providing the services that they have been contracted with to provide.
2. **Government Inquiries.** We share information with regulatory authorities and law enforcement officials when we believe such disclosure is necessary to comply with legal requirements. We share information with third parties where appropriate to protect against fraud or verify or enforce our terms of use, our other rights, or other applicable policies.
3. **Referral Programs.** Where a Merchant is referred to Merchant Services by a referral partner, Merchant Services shares Merchant information, including name, location, Merchant ID, transaction volume, card summary and Merchant status, with the referral partner as necessary to administer the referral arrangement, including to calculate fees, determine Merchant's continued eligibility for the referral program and any preferred pricing, and servicing and managing the Merchant's account.
4. **Integrated Payments.** Where an online platform provides Merchant Services integrated with the platform's own services, Merchant Services shares with the platform information about our shared users, including their personal information. The online platform can use and disclose the information in accordance with applicable laws, rules, regulations, and the online platform's own privacy policy.
5. **Order Information.** When we provide processing services to our Merchants, we disclose Order Information to banks, other processors, credit and debit card organizations and associations, and other financial institutions involved in effecting the transaction represented by the Order Information. In addition, we disclose some or all of the information we collect to our affiliated companies or to non-affiliated third parties where necessary or appropriate to comply with local laws or the rules and regulations of the respective card organizations or other payment entities.
6. **De-identified information.** We also use and disclose data we collect or generate on an aggregate or de-identified basis (such that it does not identify any individual Merchant or card holder) for business purposes, where permissible under applicable laws and regulations.

Protection of Cardholder and Merchant Data

Merchant Services has implemented various measures, in accordance with applicable laws, rules and

regulations such as the Payment Card Industry Data Security Standards (“PCI-DSS”), to help ensure the security and confidentiality of cardholder and Merchant data. These measures include appropriate administrative, technical and physical safeguards designed to protect against anticipated threats or hazards to the security or integrity of such information and against unauthorized access to or use of such information.

Retention of Information

Merchant Services retains the personal information it collects as long as necessary for the fulfillment of the purposes for which it was collected, subject to reasonable legal limitation periods, statutory or regulatory retention requirements and legitimate business requirements.

Merchant Services will use reasonable efforts to ensure that personal information which is no longer required will be disposed of or destroyed in a secure manner.

Personal Information

For the purpose of this Privacy Statement, “personal information” means information that identifies, is identifiable to, or can be used to identify an individual alone or in combination with other information, as more particularly defined in applicable privacy legislation. Personal information does not include aggregate information that cannot be associated with a specific individual, and in certain jurisdictions, it also excludes business contact information.

Modifications to Privacy Statement

We continue to review our policies and procedures to assure they are effective in meeting our commitments to our Merchants. Accordingly, we may change this Privacy Statement from time to time. When we do, we will let you know by appropriate means such as by posting the revised statement on this page with a new “Last Modified” date. All changes will become effective when posted unless indicated otherwise.

For Our European Economic Area (EEA) and Canadian Merchants

1. EEA Merchants.

Paymentech, LLC provides certain processing services in the U.S. for its European affiliate, Chase Paymentech Europe Limited (“CPEL”), J.P. Morgan Wholesale Payments Europe Limited (“WPEL”), and WePay, Inc. similarly provides processing services in the U.S. for its European affiliate, WePay Payments Ltd. (“WPL”). As a result, Merchant Services, its affiliates and service providers processes personal data of EEA based data subjects inside and outside of the EEA, including in the United States, in accordance with applicable Data Protection regulations. We handle such personal information in accordance with our EMEA Data Privacy Policy and our Global Privacy Code.

Under applicable Data Protection regulations, and as described in our EMEA Data Privacy Policy, you have certain rights with respect to our processing of your personal information.

2. Canadian Merchants.

Merchant Services and its affiliates and service providers process personal information inside and outside of Canada, including in the United States and Philippines, and can be required by Canadian or foreign law to provide personal information to governments, courts, national security, law enforcement or regulatory agencies in certain circumstances.

The file containing your personal information will be maintained at our offices or on our servers, or those of our third party service providers. Authorized employees, mandataries and agents of Merchant Services who have a legitimate purpose for accessing the information and require it in the course of their duties will have access to your personal information.

You can withdraw your consent to our collection, use or disclosure of personal information at any time (subject to legal or contractual restrictions and reasonable notice) by contacting our Chief Privacy Officer using the information listed below. However, if you withdraw your consent to certain collections, uses or disclosure of your personal information, Merchant Services may be unable to provide services. You can request access to or correction of your personal information at any time by contacting our Chief Privacy Officer. We take steps to verify your identity before granting access or making corrections. You can also contact our Chief Privacy Officer with any questions about how we handle personal information, including with respect to our use of service providers outside of Canada.

Contact Information

If you have any questions about this Privacy Statement, please contact us.

For United States Merchants:

Paymentech, LLC
Chief Compliance Officer
8181 Communications Pkwy
Plano, Texas, 75024

For Canadian Merchants:

Chase Paymentech Solutions Inc. - Chief Privacy Officer
100 Consilium Place, Suite 1700
Toronto (Ontario)
M1H 3E3 Canada

For European Union Merchants:

Chase Paymentech Europe Limited
Chief Compliance Officer
200 Capital Dock
79 Sir John Rogerson's Quay
Dublin 2, D02 RK57, Ireland

J.P. Morgan Wholesale Payments Europe Limited

Chief Compliance Officer
200 Capital Dock
79 Sir John Rogerson's Quay
Dublin 2, D02 RK57, Ireland

For United Kingdom Merchants (WePay only):

WePay Payments Ltd
Head of UK
25 Bank Street
Canary Wharf
London, E14 5JP
United Kingdom