Merchant Card Processing
Terms and Conditions

This agreement contains a limitation of liability, an arbitration clause and automatic renewals.

Thank you for selecting Stax Processing, Inc. ("**Stax**"). These terms and conditions, along with the attached Addenda, if any, and your Merchant Application, will govern the legal relationship under which the Bank and Stax will provide the payment processing services described herein to you. You may be subject to separate agreements related to other products and/or services provided by Stax.

1. Definitions

1.1. "**ACH**" means Automated Clearing House, the funds transfer system governed by the rules of the National Automated Clearing House Association ("**NACHA**"). ACH allows financial institutions to clear interbank entries electronically.

1.2. "**ACH Provider**" means a third-party provider of ACH processing services, as applicable.

1.3. "**Acquirer**" means Stax, Bank, Processor, and/or ACH Provider. Each of Stax, Bank, Processor and/or ACH Provider shall have the authority to exercise rights belonging to the "Acquirer" hereunder.

1.4. "**Addendum**" (and the plural, "**Addenda**") means each Addendum attached hereto, if any, or any other Addendum otherwise executed or agreed to between the parties.

1.5. "**Affiliate**" means an entity of which a party is the majority owner, which is the majority owner of a party, or which is majority owned by the same entity as a party. For purposes of this Agreement, the term Affiliate, with respect to Stax, shall also mean the Independent Sales Organization ("ISO") or any other party referring Merchant to Stax, if applicable.

1.6. "**Agreement**" means these terms and conditions, along with any Addenda and the Merchant Application, as any of the same may be amended from time to time pursuant to these terms.

1.7. "**American Express**" means American Express Travel Related Services Company, Inc. or its successors or assigns.

1.8. "**Applicable Law**" means all applicable federal, state, and local laws, statutes, ordinances, case law, regulations, and regulatory guidance.

1.9. "**Bank**" means the acquiring bank identified in the Merchant Application, or such other acquiring bank(s) as Processor may contract with to provide sponsorship with the Payment Networks as a payment facilitator or otherwise, as well as any successors and assigns of such acquiring bank(s).

1.10. "**Card**" means a Credit Card or Debit Card.

1.11. "**Card Brands**" means (i) Visa; (ii) Mastercard; (iii) American Express; (iv) Discover Network; and (v) any other organization or association that hereafter contracts with Stax, Bank, or Processor to authorize, capture, and settle Transactions effected with credit cards issued or sponsored by such organization or association, and any successor organization or association to any of the foregoing.

1.12. "**Cardholder**" means the person or entity to whom a Payment Device is issued or who is authorized to use a Payment Device.

1.13. "**Cardholder Data**" has the meaning stated in the Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms.

1.14. "**Chargeback**" means a Transaction disputed by a Cardholder or issuer or the reversal of any Transaction pursuant to the Operating Rules for whatever reason.

1.15. "**Credit Card**" means a card or device bearing the symbol of any Card Brand and associated with a revolving line of credit that can be used to pay for purchases by credit or charge, and that Merchant accepts from

Cardholders as payment for a good or service, to pay an amount due to Merchant, or to obtain cash advances.

1.16. "**Data Compromise Event**" means any event that results, or is reasonably anticipated to result, directly or indirectly, in the unauthorized access or disclosure of Transaction information or Payment Information.

1.17. "**Debit Card**" means a card or device bearing the symbol(s) of one or more EFT Networks or Card Brands, that can be used to pay for purchases and that Merchant accepts from Cardholders as payment for a good or service or pay an amount due to Merchant by an electronic debit to the Cardholder's designated deposit.

1.18. "**Discover**" means Discover Financial Services, LLC or its successors or assigns.

1.19. "**ECSA**" means NACHA and any regional ACH association or network, the Federal Reserve (in its processing of ACH entries or any other legal replacements for a paper check), and any other organization Acquirer uses in connection with electronic clearing services association(s).

1.20. "**EFT Networks**" means (i) Interlink Network Inc., Maestro U.S.A., Inc., STAR Networks, Inc., NYCE Payments Network, LLC, PULSE Network LLC, ACCEL/Exchange Network, Alaska Option Services Corporation, Armed Forces Financial Network, Credit Union 24, Inc., NETS, Inc., SHAZAM, Inc., and Interac and the Interac Direct Payment service; and (ii) any other organization or association that hereafter authorizes any Acquirer to authorize, capture, and/or settle Transactions effected with debit cards, and any successor organization or association to any of the foregoing.

1.21. "**Electronic Gift Card (EGC)**" means a special stored value card provided by or on behalf of Merchant that is redeemable for merchandise, services or other Transactions.

1.22. "**Guarantor**" means each individual or entity who signed on the Guarantor signature line of the Merchant Application.

1.23. "**Mastercard**" means Mastercard International Incorporated or its successors or assigns.

1.24. "**Merchant**" or "**you**" means the legal entity identified in the Merchant Application.

1.25. "**Merchant Application**" means the application submitted to Processor and Bank in connection with Merchant's request for Services, including all schedules, exhibits, attachments, and addenda thereto, that Merchant signed (including by electronic signature or other electronic means indicating acceptance of the terms) and which is subsequently accepted by Processor and Bank, whether evidenced by their execution of this Agreement or by the processing of presented Transactions.

1.26. "**Operating Rules**" means all rules, bylaws, programs, sales procedures, and regulations of the Payment Networks, as the same are amended from time to time. Operating Rules for Visa, Mastercard and American Express are presently available online at usa.visa.com, **www**.mastercard.us, and https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf, respectively.

1.27. "**Payment Device**" means any device or method used for the purpose of obtaining credit or debiting a designated account including a Card, and any other financial transaction device or method, including an Electronic Gift Card, check (whether converted into electronic form or used as a source document for an electronic fund transfer), EBT (electronic benefits transfer) card, stored value card, "smart" card, virtual wallet, or any other credentials, device, or evidence of an account created to be used for the purpose of obtaining credit or debiting a designated account.

1.28. "**Payment Information**" or "**Payment Device Information**" means all information related to a Cardholder or Payment Device obtained by Merchant in connection with a Transaction, including, without limitation, customer names, addresses, zip codes, card numbers, expiration dates, security codes,

PIN numbers, credit limits, or account balances.

1.29. "**Payment Network**" means any Card Brand, EFT Network, ECSA, governmental agency or authority, and any other entity that issues or sponsors a Payment Device or operates a network on which a Payment Device is processed.

1.30. "**PayPal**" means PayPal, Inc., PayPal Canada Co., or their successors or assigns.

1.31. "**PCI Standards**" means the Payment Card Industry Data Security Standards ("**PCI-DSS**") and Payment Application Data Security Standards ("**PA-DSS**").

1.32. "**Processing Fees**" means the fees and charges set forth on the fee schedule that is part of the Merchant Application and this Agreement or any Addenda thereto, as modified or amended from time to time, whether by the Payment Networks or by Acquirer pursuant to this Agreement, including, without limitation, by messages included on any processing statement or merchant portal.

1.33. "**Processor**" means either Stax or any third-party payment processors, if applicable, that Stax may contract with as a payment facilitator or to otherwise utilize to provide payment processing services or sponsorship with the Payment Networks, as well as any successors and assigns of such Processor.

1.34. "**Reserve Fund**" means funds placed in a non-segregated (e.g. a fund not separated from other operational and general funds internal to Stax) and non-interest bearing account established by the Acquirer in accordance with this Agreement to ensure payment of all obligations or anticipated obligations hereunder according to the ledger established by any Acquirer on its books and records reflecting a contingent payment obligation from Merchant to Acquirer, including, without limitation, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Acquirer, its and/or their Affiliates, or the Payment Networks.

1.35. "**Security Standards**" means all rules, regulations, or standards adopted by Stax or required by the Payment Networks, or applicable regulatory authorities, relating to data security and the protection of Payment Device Information, including, without limitation, PCI Standards, Visa's Cardholder Information Security Program and Payment Application Best Practices, Mastercard's Site Data Protection Program and POS Terminal Security Program, American Express's Data Security Operating Policy, Discover's Information Security & Compliance Program, and any successor rules, regulations or standards, in each case, as any of the same may be amended from time to time.

1.36. "**Services**" means those services provided by Acquirer, whether directly or through its and/or their agents, contractors, designated representatives, or third-party vendors, Affiliates (or their respective agents, contractors, designated representatives, or third-party vendors), necessary and required to facilitate the authorization, processing, and settling of Transactions, and, where applicable, includes services related to surcharging.

1.37. "**Settlement Account**" means the account maintained by Merchant at a bank or depository institution acceptable to Processor for credits and debits related to Transactions, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to any Acquirer, its and/or their Affiliates, or the Payment Networks.

1.38. "**Term**" means collectively, the term as further described in Section 4.1 herein.

1.39. "**Token**" means a numerical token provided in substitution of a Payment Device account number.

1.40. "**Transaction**" means any interaction between a Cardholder and a Merchant in which a Cardholder uses a Payment Device to purchase Merchant's goods or services and which results in transmission of Cardholder Data or Payment Device information (e.g. payment, purchase, refund, return, chargeback, authorization request, settlement

submission, transaction inquiry, decryption, conversion to/from Tokens).

1.41. "**Visa**" means Visa Inc. or its successors or assigns.

2. Services; Power of Attorney

2.1. Subject to Applicable Law and the Operating Rules, Acquirer, whether directly or through its and/or their agents, Affiliates, designated representatives, or third-party vendors, will provide the Services to Merchant pursuant to the terms of this Agreement.

2.2. Merchant appoints Stax as Merchant's attorney-in-fact in connection with this Agreement for the limited purpose of (i) executing documents and filing statements, notices or other documentation as necessary, appropriate or desirable to perfect, maintain perfection of, preserve or otherwise protect any security interests granted hereunder in a manner consistent with this Agreement, and (ii) negotiating and executing agreements with Acquirer, Bank, Payment Network, or any other third-party whose services are required for Merchant to fully receive the Services described hereunder. The appointment, being coupled with an interest, is and shall remain irrevocable for so long as this Agreement remains in effect and, upon expiration or termination of this Agreement for any reason, until Merchant has discharged all of its payment obligations to Stax, Acquirer and Bank hereunder.

3. Merchant Representations and Responsibilities

3.1. At the time of signing the Merchant Application, and each time Merchant submits a Transaction, Merchant agrees, represents, and warrants that:

3.1.1. The person signing and/or accepting the Merchant Application has full legal power and authority to enter into this Agreement;

3.1.2. It will abide by, carry on its business in accordance with, and use the Services in strict compliance with, Applicable Law, the Security Standards, and the Operating Rules. Merchant shall not, through any act

or omission, cause Bank to violate any Operating Rules.

3.1.3. Each statement made by Merchant on the Merchant Application is and, except as has been disclosed in writing to Stax, remains true and all information and documentation provided in support of such Merchant Application is (i) not fraudulent or counterfeit and, (ii) is complete, accurate, genuine and unaltered;

3.1.4. Each Transaction is legal and genuine and, arises from a bona fide sale of goods or services by Merchant; except as otherwise permitted by the Operating Rules, the goods have been shipped or delivered and/or the services performed; and the Transaction represents a valid obligation for the amount submitted and does not involve the use of the Payment Device for any other purpose;

3.1.5. Each Transaction is not one that Merchant knows or should have known to be fraudulent, unauthorized, the product of collusion between the Cardholder and the Merchant, or that is otherwise unlawful or impermissible under this Agreement, Applicable Law or the Operating Rules.

3.1.6. All information and data provided by Merchant in connection with each Transaction is true, correct, and accurate;

3.1.7. Merchant has taken reasonable steps to ensure the validity of each Payment Device and the identity of each Cardholder;

3.1.8. Each Transaction is not subject to liens, encumbrances, disputes, garnishment, or counterclaim;

3.1.9. Each Transaction has not been previously submitted for processing (except as the same may be permitted under the Operating Rules);

3.1.10. Merchant has not disbursed or advanced any cash to any Cardholder in connection with the Transaction (except

as the same may be permitted under the Operating Rules);

3.1.11. No Transaction is a refinancing or transfer of an existing Cardholder obligation that is deemed to be uncollectible;

3.1.12. No Transaction arises from the dishonor of a Cardholder's personal check;

3.1.13. Merchant has the legal right to sell the goods and services purchased by each Cardholder via the Transaction;

3.1.14. Merchant has made no representation or agreement for the issuance of refunds except as stated in Merchant's refund policy;

3.1.15. Any Transaction submitted to Stax to credit a Cardholder's account represents a refund for a Transaction previously submitted to Stax; and

3.1.16. Stax reserves the right to refuse to process any Transaction if there is reason to believe that it has been submitted in violation of this subsection.

3.2. Upon request, Stax may elect to provide **ACH** processing services to Merchant at the rates specified in the Merchant Application and under the terms set forth in this Agreement. To the extent Merchant uses such ACH processing services, it agrees: (i) to abide by the NACHA rules and regulations, as the same may be amended from time to time (the "**NACHA Rules**"); (ii) Stax will act as a Third Party Sender (as defined in the NACHA Rules) transmitting ACH entries on behalf of Merchants acting as Originator (as defined in the NACHA Rules); (iii) it assumes the responsibilities of an Originator under the NACHA Rules; and (iv) it will comply with the rules and regulations issued by the Office of Foreign Assets Control pertaining to ACH transactions.

3.3. Subject to Applicable Law, Merchant agrees to accept all categories of Visa and Mastercard Cards unless Merchant has notified Stax on the Merchant Application of its election to limit such acceptance. Any limitations on acceptance must comply with Applicable Law and the Operating Rules. Furthermore, Merchant shall not engage in any practice that discriminates against or discourages the use of any Payment Device in favor of another Payment Device.

3.4. Merchant shall not (i) apply an additional charge for accepting Cards as an alternative to other payment methods (referred to at times as a "surcharge") unless Merchant is utilizing Stax Services to implement a surcharging program; or (ii) set minimum or maximum transaction amounts unless authorized in writing by Stax. If Merchant opts to utilize Stax Services to implement a surcharging program, Merchant agrees to the terms and conditions applicable to the Stax Merchant Surcharge Program as set forth in Exhibit A (attached hereto), as may be modified from time to time. **It is a material breach of this Agreement to assess surcharges in violation of Operating Rules or Applicable Law.**

3.5. Merchant shall maintain a written refund policy and shall disclose such policy to Stax and all its customers (including customers making purchases online by displaying such policy on the website), which policy and disclosure shall be consistent with Applicable Law and the Operating Rules. The amount of any refund shall not exceed the original Transaction except to the extent a Merchant agrees to reimburse a Cardholder for return shipping.

4. **Term; Termination; Deconversion Fee**

4.1. The terms and conditions contained in this Agreement shall become binding on Merchant and go into effect on the date this Agreement is accepted by Acquirer. This Agreement shall continue on a month-to-month basis unless either party provides at least thirty (30) days prior written notice of non-renewal (the "**Term**"). If Merchant provides notice of non-renewal pursuant to this section, If Merchant presents and Acquirer elects to process Transactions beyond the end of the Term, then the terms and conditions of this Agreement will continue to govern such processing activity.

4.2. In addition to any other termination rights, Acquirer may terminate this Agreement or any Addendum immediately, or may suspend Services or decline to process particular Transactions, with or without notice, if (a) Merchant fails to strictly comply with any term of this Agreement; (b) any Acquirer, in their sole discretion, determines that Merchant or any affiliated entity or individual is violating the Security Standards, the Operating Rules or Applicable Law or is engaging in fraudulent or deceptive conduct or other conduct creating a risk of harm or loss to Acquirer, its and/or their Affiliates, or the Payment Networks; (c) Merchant, any guarantor, or any affiliated entity or individual becomes involved in voluntary or involuntary bankruptcy or insolvency proceedings; (d) any Acquirer deems Merchant to be financially insecure; (e) Merchant materially alters its business; (f) there is a material change in Merchant's processing activity, either from historical processing activity or the activity projected in the Merchant Application; (g) any Acquirer receives direction from any Payment Network to terminate this Agreement; or (h) any Acquirer, in their discretion, determines that circumstances otherwise warrant immediate termination or suspension. Furthermore, any Acquirer may terminate this Agreement at any time upon thirty (30) days' written notice.

4.3. In addition to any other termination rights, Merchant may terminate this Agreement if Acquirer has failed to perform a material obligation in this Agreement and such failure has not been cured for more than thirty (30) days after Merchant notifies Stax in writing of such failure.

4.4. Except as expressly provided elsewhere in this Agreement, if this Agreement is terminated or Merchant no longer processes with Stax for any reason and Merchant requests assistance with moving to a new processor or closing its account, Merchant shall pay Stax and/or Bank their then current fees associated with such deconversion services, including but not limited to a one-time deconversion fee of $750, provided in no event shall Stax be obligated to provide deconversion services to Merchant, regardless of the scope of such request.

4.5. All Merchant obligations with respect to Transactions processed under this Agreement shall survive any termination, including, without limitation, the obligation to pay refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Acquirer, its and/or their Affiliates, or the Payment Networks.

5. **Exclusivity**

During the Term, Merchant shall not receive services, or enter into an agreement to receive services, from any other entity similar to those Services that Merchant has elected to receive from Stax without Stax's express written approval and consent. Stax reserves the right to enter into other agreements pertaining to the Services with others including without limitation other merchants, payment processors or banks.

6. **Procedures for Transactions**

6.1. As soon as reasonably practical after receipt of information regarding Transactions Merchant believes to be authorized by a Cardholder, Merchant shall submit such information to Stax for processing. Merchant understands that failure to submit such Transactions (i) on a timely basis, and/or, (ii) with complete, accurate, genuine information may, in either case, (a) result in increased fees associated with the Transaction(s) (such as higher interchange fees), and Merchant agrees to pay any such fees if assessed; and/or (b) compromise Merchant's ability to be paid for the Transaction(s).

6.2. Merchant shall not submit for processing: (a) any Transaction that does not involve Merchant, or that does not originate from an interaction between Merchant and a Cardholder intending to make a purchase from Merchant; (b) any Transaction for which Merchant does not receive an authorization code from Processor; or (c) any Transaction that results in a transaction outside of Merchant's normal course of business as reflected on the Merchant Application. Acquirer reserves the right to refuse to process any Transaction if there is reason to believe

that it has been submitted in violation of this subsection.

6.3. Acquirer may impose a cap, either per transaction or on an aggregate basis, on the dollar amount of the Transactions it will process for Merchant that aligns with the Merchant's sales volume, as indicated on the Merchant Application.

7. Settlement

7.1. With respect to Transactions involving Payment Devices not issued by American Express, and excluding Transactions facilitated and processed by PayPal, Bank is responsible for providing settlement funds directly to Merchant as provided herein. Services related to Transactions involving Payment Devices issued by American Express are provided by Stax, in some cases through Processor, without the involvement of Bank. Accordingly, Bank is not responsible for, and shall have no liability with respect to, such Transactions.

7.2. Except as elsewhere provided herein, after receiving funds for approved Transactions from any Payment Network, Bank will provisionally fund Merchant's Settlement Account, minus (a) refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Acquirer, its and/or their Affiliates, or the Payment Networks; and (b) any amounts authorized to be retained under Sections 21 or 22 of this Agreement. Failure to subtract such amounts does not relieve Merchant of liability or responsibility for the same, and Merchant agrees to pay all such amounts to Acquirer immediately upon receipt of invoice and without deduction or adjustment.

7.3. Merchant must maintain a Settlement Account at a bank or depository institution acceptable to Processor for credits and debits related to Transactions, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Acquirer, its and/or their Affiliates, or the Payment Networks. Merchant authorizes Acquirer to initiate debit and credit entries to the Settlement Account through the ACH settlement process, which will be processed in compliance with the

maximum threshold allowed for same-day settlements (if applicable), and agrees that Acquirer may debit the Settlement Account or any other accounts related to Merchant for any amounts owed hereunder or to which Acquirer may otherwise be entitled for any reason. Such authorization shall remain in place until the later of termination of this Agreement or Merchant's satisfaction of all obligations and/or potential obligations including but not limited to potential refunds, Chargebacks, Processing Fees, and indemnified losses to Acquirer hereunder. Merchant may change the Settlement Account only as provided in Section 20 of this Agreement. Merchant shall maintain sufficient funds in the Settlement Account to prevent the occurrence of insufficient funds, and shall be solely liable for all fees, costs, and overdrafts associated with the Settlement Account.

7.4. If Merchant wishes to use the payment and related services provided by PayPal (e.g., PayPal wallet, Venmo, Pay Later or other services) (the "**PayPal Services**"), Merchant agrees to the PayPal terms of service found here: https://www.paypal.com/us/legalhub/paypal/platform-seller-agreement and https://pay.hyperwallet.com/hw2web/consumer/page/legalAgreement.xhtml and that such terms of service governing PayPal's relationship with Merchant in connection with its services may be updated or modified by PayPal from time to time (the "**PayPal-Seller Agreements**"). Merchant further agrees, with respect to the PayPal Services, that: (i) Stax is authorized to act as Merchant's agent with respect to the PayPal Services and Merchant's receipt of payments, (ii) Merchant will provide Stax with complete and accurate information required by Stax and PayPal to effectuate Merchant onboarding and use of the PayPal Services, creation of a PayPal business account for Merchant and in Merchant's name (the "**Merchant PayPal Account**"), (iii) PayPal is solely responsible for depositing amounts due to Merchants into the Merchant PayPal Account minus refunds, Chargebacks, Processing Fees, reversals, returns, or other reverse money movement and Stax shall half

no responsibility, control over, or legal liability with respect to amounts in the Merchant PayPal Account, (iv) Merchant shall indemnify Stax for claims arising from inaccurate or incorrect transaction information provided to Stax by Merchant using the PayPal Services, any deceptive marketing practices by Merchant using the PayPal Services, any violation by Merchant of PayPal's Authorized Use Policies, and any excessive Chargebacks that result in Merchant's removal from the PayPal Services, and (v) PayPal may determine in its sole discretion to remove Merchant's access to the PayPal Services upon its reasonable investigation, and Merchant waives any right to assert claims against Stax related to Merchant's removal from the PayPal Services.

7.5. Merchant acknowledges and agrees that no Acquirer shall have any liability or responsibility for delays in the transmission of funds or the failure of Merchant to receive funds where that delay or failure is in any way attributable to Merchant or any third party, including third-party banks, depository institutions, PayPal, or the Payment Networks.

7.6. Acquirer reserves the right to refuse to process any Transaction if Acquirer in its sole discretion, believes that the Transaction may be uncollectible from the Cardholder, is likely to result in a Chargeback, or was presented in violation of the terms of this Agreement, Security Standards, Applicable Law, the Operating Rules or is otherwise a Transaction prohibited by Bank or Processor.

7.7. Merchant acknowledges that all payments and credits provided to Merchant are provisional and subject to suspension, revocation, Chargebacks, or other adjustments in accordance with this Agreement and the Operating Rules.

7.8. Merchant acknowledges that interchange and other fees, charges, and assessments imposed by the Payment Networks are determined by the Payment Networks. Acquirer cannot guarantee any interchange rate and has no obligation to minimize or secure the lowest interchange rate, fees, charges, or assessments for any Transaction. Merchant assumes full liability for the difference between any applied interchange rate and the interchange rate projected or assumed by Processor at the time of any Transaction.

7.9. The debit network and ACH Provider used to process debit Transactions will depend upon a number of factors, including Stax's business considerations and the availability of a particular network, and may not be the lowest cost network available.

8. **Marks and Intellectual Property**

8.1. Merchant shall display and use the names, logos, trademarks, service marks, and other similar identifiers (the "**Identifiers**") and advertising and promotional materials of the Payment Networks only in accordance with the Operating Rules and any use or display guidelines of the Payment Networks. Merchant shall cease displaying and using any of the Identifiers and the advertising and promotional materials in accordance with the Operating Rules, the PayPal Seller Agreement, or at the Payment Networks', or PayPal's or Stax's request. Further, from time to time, Stax may provide Merchant with materials that include Stax's Identifiers. Merchant shall only use such materials as expressly permitted by Stax in writing and shall return to Stax such materials and/or destroy such materials in its possession upon the earlier of termination of this Agreement for any reason or upon Stax's request at any time. Merchant shall use such Identifiers only in the manner as set forth in such materials, and shall not alter, modify, relocate, remove, or individually use or display such Identifiers. From time to time, the Payment Networks or Stax may request that Merchant provide samples of its use or display of their and/or its Identifiers, which Merchant shall promptly provide in response thereto. Any goodwill associated with the use or display of any Identifier by Merchant shall inure to the benefit of such Identifier's owner.

8.2. Merchant shall not alter, modify, or create any derivatives of any Identifier (or use any results thereof) at any time for any purpose. In addition, Merchant shall not use any Identifier in a manner that would result in the

disparagement of, damage to, dilution (including quality or strength) of, tarnishment of, adverse reflection of, injury to, or otherwise adverse effect on, in any way, the Identifier, the goodwill associated with it or its use, or the reputation or goodwill of or associated with the Identifier or its owner. Merchant shall not at any time represent, directly or by implication, that its goods or services are endorsed, sponsored, or guaranteed by Acquirer, or any Payment Network, including by the use or display of any of its Identifiers.

8.3. Stax owns and shall continue to own, or shall own, all computer programs, know-how, confidential information, and other technology and proprietary information and materials, and intellectual property rights (including Identifiers, patents, copyrights, trade secrets, and any other intellectual or industry property or proprietary rights) in, to, or related to the Services, including any refinements, modifications, derivative works of, improvements, or enhancements of any of the foregoing (whether or not made by or at the request of the Merchant), and any of its other technology and proprietary information and materials, and intellectual property rights. Except as provided herein, this Agreement provides no other rights (including any ownership) in or to any technology and proprietary information or materials or intellectual property rights of any person or entity, including any Acquirer or the Payment Networks.

9. **Data Security**

9.1. Merchant acknowledges that it is its responsibility to abide, and agrees to abide, by all Security Standards, including PCI Standards, and to provide proof of compliance to Acquirer , or any Payment Networks as required or upon request, including, without limitation, by attestation or an examination of Merchant's systems to validate such compliance. The costs of any such attestation or examination shall be Merchant's sole responsibility.

9.2. Without in any way limiting the obligations imposed by the preceding paragraph,

Merchant will secure and keep confidential Cardholder Data and Payment Device Information in strict compliance with the Security Standards and Applicable Law, and will not use, disclose, or distribute such information for any purpose prohibited by the Security Standards or Applicable Law.

9.3. To the extent Merchant uses any third party (including but not limited to telecommunications companies) to process, store, receive, transmit, or otherwise have access to Cardholder Data or Payment Device Information, Merchant assumes full responsibility and liability for such third-party's compliance with this Agreement, the Security Standards, and Applicable Law. No Acquirer shall have any liability for the acts or omissions of such third parties, which shall be the sole responsibility and liability of Merchant. Merchant further agrees to notify Stax of the identity of all such third parties, and any changes to such third parties during the Term, and to ensure that such third parties are properly registered, if required to be so, with the Payment Networks. Acquirer further reserves the right to require any such third parties to undergo testing, approval, and certification by Acquirer, and to terminate any such third parties' access to or ability to integrate with Acquirer's systems at any time.

9.4. If Merchant discovers or at any time has reason to suspect that a Data Compromise Event has occurred, Merchant must immediately notify Stax and fully cooperate, at its expense, with all forensic examinations and remediation and mitigation procedures requested by any Payment Network, or Acquirer . Furthermore, if Merchant is undergoing a forensic investigation at the time it signs the Merchant Application, it must fully cooperate with the investigation until completed. The costs of such examinations, processes, and any notification of Cardholders pursuant to Applicable Law or the Operating Rules shall be the exclusive responsibility of Merchant.

9.5. Merchant acknowledges that failure to comply with the Security Standards or the occurrence of any Data Compromise Event on its systems or those of any third party referenced in

Section 9.3 may result in liability assessments (sometimes referred to as "penalties" or "fines") by the Payment Networks, legal liability, and expenses (including consultant, examiner, and attorney fees). Without limiting Merchant's liabilities under any other provision hereof, Merchant agrees to fully indemnify Processor and Bank, along with each of their officers, directors, employees, and agents, and to hold them harmless from any such costs, liability assessments, legal liabilities, and expenses, as well as the costs and fees associated with any claims or demands made by Cardholders, card issuers, Payment Networks, governmental agencies, or any third parties associated with Merchant's actual or alleged failure to comply with the Security Standards or the occurrence of any Data Compromise Event.

9.6. In the event Merchant operates a website capable of accepting Payment Devices, then, in addition to all other obligations specified herein, Merchant agrees to maintain, display, and abide by a Cardholder Data privacy policy.

10. Authorized Users

10.1. To the extent Merchant is granted electronic access to any systems or portals of Stax, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Stax of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.

10.2. Merchant is responsible for the acts and omissions of its employees, consultants, contractors, agents, officers, and directors, including any unauthorized access to or use of the Services.

11. Pricing and Payment

11.1. Merchant agrees to pay Processing Fees in the amounts specified in the fee schedule attached to the Merchant Application, as set forth on the Stax website or as otherwise set forth herein, all as the same may be amended from time to time pursuant to this Agreement. Merchant also agrees to pay a Minimum Monthly Bill of $25 and a PCI-DSS non-compliance fee of $35 per month unless otherwise noted on the fee schedule attached to the Merchant Application.

11.2. Merchant is responsible for payment of refunds, Chargebacks, Processing Fees, indemnified losses, interchange adjustment by any Payment Network, and other amounts payable to any Acquirer , its and/or their Affiliates, or the Payment Networks related to or associated with its use of the Services, its Transactions, and/or its processing activity. Acquirer at any time, with or without notice, may collect such amounts (i) pursuant to Section 7 of this Agreement; (ii) by demanding immediate payment; (iii) by debiting the Settlement Account or the Reserve Fund; or (iv) by subtracting such amounts from future settlements.

11.3. The Processing Fees appearing on the Merchant Application are based upon assumptions regarding Merchant's anticipated volume, average transaction size, and method of doing business. If these assumptions prove materially inaccurate, any Acquirer may adjust your Processing Fees without prior notice. Any such adjustments shall be in addition to, and not in lieu of, any other remedies available to Acquirer hereunder.

11.4. Processing Fees may be amended at any time by any Acquirer, with or without notice, as a result of amendments or changes made by the Payment Networks or parties other than Acquirer.

11.5. In addition, any Acquirer may amend, revise, change, or supplement the Processing Fees by giving Merchant thirty (30) days' notice of any such amendment, revision, change, or supplementation provided, however, that Merchant may terminate this Agreement without penalty in response to such amendment, revision, change, or supplementation (not attributable to the Payment Networks or other third parties) by

providing Stax with written notice between the date of receiving notice of the amendment, revision, change, or supplementation and the effective date of such amendment, revision, change, or supplementation.

11.6. Merchant shall be solely responsible for all communication expenses associated with its processing activity.

11.7. If Merchant does not pay any refunds, Chargebacks, Processing Fees, indemnified losses, or other amounts payable to any Acquirer, its and/or their Affiliates, or the Payment Networks when due, such amounts will accrue interest at the lesser of 1.5% per month or the highest amount permitted by applicable law.

12. Taxes

Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Acquirer's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.

13. Chargebacks

13.1. Merchant has full liability and responsibility for, and must immediately pay, all Chargebacks and any and all fees, charges, and liability assessments related to Chargeback(s) associated with its Transactions.

13.2. If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. Acquirer have no independent obligation to investigate or attempt to obtain a reversal or adjustment of any Chargeback.

13.3. If any Acquirer, in its sole discretion, determines that Merchant is experiencing excessive Chargebacks, then Acquirer may (i) with notice, increase the Processing Fees;

(ii) without notice, establish or increase the Reserve Fund; (iii) without notice, suspend the Services; or (iv) without notice, terminate this Agreement.

13.4. Merchant shall not impose as a condition of Payment Device acceptance any requirement that a Cardholder waive a right to dispute a transaction.

14. Indemnification

Merchant shall indemnify, defend, and hold Stax, Processor, and Bank, along with their respective agents, officers, directors, employees, and Affiliates, harmless from and against any and all claims, demands, damages, judgments, liability assessments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by any of them arising out of or relating to: (i) Merchant's acts or omissions, or those of its employees, consultants, contractors, agents, officers, and directors, whether or not those acts or omissions were authorized by Merchant; (ii) Merchant's Transactions or use of the Services (including, without limitation, for refunds, interchange adjustment by any Payment Network, Chargebacks, or liability assessments imposed by the Payment Networks); (iii) Merchant's breach of this Agreement or violation of Security Standards, Applicable Law or Operating Rules; (iv) the state or configuration of Merchant's equipment, including, without limitation, Merchant's failure to maintain all point of sale equipment, download equipment, and point of sale software updates or to use EMV enabled equipment supported by Acquirer.; (v) Merchant's use of third-party services or service providers, including gateways, value added resellers, and independent software vendors; (vi) any proceeding, litigation, or arbitration commenced by a third party arising out of or relating to any actual or alleged act or omission by Merchant; (vii) allegations that Merchant's use of Identifiers or the products or services provided or made available by Merchant infringe, misappropriate, or violate a third party's intellectual property rights (including the Payment Networks); and/or (viii) any demands, investigations, or subpoenas (or similar process) received related to Merchant or its Transactions, whether initiated by regulators, law enforcement, civil litigants, or lienholders under the Uniform Commercial Code. Each of Stax, Processor, and

Bank shall have the right to select and retain counsel of their choosing to represent them in connection with any of the foregoing events, and nothing in this Section shall entitle Merchant to select counsel or assume the defense of any such matter.

15. Obligation to Report Statement Discrepancies

15.1. Merchant shall be solely responsible for reviewing statements from Stax (including statements provided online at app.staxpayments,com (if applicable) or through the Processor's portal, (if applicable) and for reporting to Stax in writing, within thirty (30) days of receipt of any statement from Stax, any problems or irregularities appearing on such statements—including, without limitation, underpayments, overpayments, or other discrepancies of any items, fees, charges, or liability assessments reflected on such statements or related to the period covered by such statement, including, without limitation, discrepancies between the volume and/or value of transactions that Merchant actually processed during the period indicated by the statement. Statements provided online shall be deemed received the first day they are available online.

15.2. MERCHANT ACKNOWLEDGES AND AGREES THAT ACQUIRER SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE TO MERCHANT, AND SHALL HAVE NO OBLIGATION TO REIMBURSE MERCHANT, FOR ANY UNDERPAYMENT TO MERCHANT OR OTHER DISCREPANCY THAT IS NOT REPORTED TO STAX IN WRITING WITHIN THIRTY (30) DAYS OF MERCHANT'S RECEIPT OF THE APPLICABLE STATEMENT.

15.3. Merchant acknowledges and agrees that it shall reimburse Acquirer upon demand for any misdirected deposits, duplicate deposits, or inadvertent overpayments into any of Merchant's bank accounts. In addition, Acquirer may deduct such amounts by ACH debit or other means from Merchant's Settlement Account or the Reserve Fund.

16. Limitation of Liability and Disclaimer of Warranties

16.1. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE FINANCIAL RESPONSIBILITY OF STAX, BANK, OR PROCESSOR, AND ITS AND/OR THEIR AFFILIATES, FOR ANY BREACH, FAILURE OF PERFORMANCE, ACT, OR OMISSION UNDER THIS AGREEMENT EXCEED THE FEES OR CHARGES PAID TO STAX BY MERCHANT PURSUANT TO THIS AGREEMENT FOR THE TRANSACTION OR ACTIVITY THAT IS OR WAS THE SUBJECT OF THE ALLEGED BREACH, FAILURE OF PERFORMANCE, ACT, OR OMISSION.

16.2. IN ANY EVENT, STAX, BANK, PROCESSOR AND ITS AND/OR THEIR AFFILIATES' LIABILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND CHARGES PAID TO STAX PURSUANT TO THIS AGREEMENT IN THE ONE (1) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OF LIABILITY.

16.3. FOR PURPOSES OF THIS SECTION 16, FEES OR CHARGES OF THE PAYMENT NETWORKS OR OTHER THIRD PARTIES PASSED THROUGH TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF FEES AND CHARGES PAID TO STAX.

16.4. IN NO EVENT SHALL STAX, BANK, OR PROCESSOR, OR THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOSS OF REVENUE, OR CLAIMS BY MERCHANT OR ANY THIRD PARTY RELATIVE TO THE TRANSACTIONS OR ACTIVITIES HEREUNDER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, NO ACQUIRER SHALL BE LIABLE FOR (A) THE DECLINE OF A TRANSACTION, EVEN IF SUCH

DECLINE WAS WRONGFUL; (B) ANY LOSS CAUSED BY A TRANSACTION DOWNGRADE, REGARDLESS OF THE CAUSE; OR (C) THE FAILURE TO PROCESS, AUTHORIZE, OR CAPTURE A TRANSACTION.

16.5. NO ACQUIRER MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, TECHNOLOGY OR PROPRIETARY INFORMATION AND MATERIALS, OR THE IDENTIFIERS OR ASSOCIATED RIGHTS, PROVIDED HEREUNDER AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE.

16.6. WITHOUT LIMITING THE FOREGOING, NO ACQUIRER GUARANTEES OR WARRANTS THAT (A) THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THAT ANY SOFTWARE WILL BE VIRUS-, DEFECT-, OR ERROR-FREE; OR (C) THAT DATA, REPORTS, OR ANALYSES WILL BE FREE FROM ALL BUGS AND ERRORS.

17. Underwriting, Monitoring, and Auditing Rights

17.1. Merchant, on behalf of itself, the individual who signs the Merchant Application and this Agreement, and its principals and beneficial owners, acknowledges and agrees that any Acquirer may request and obtain external reports, including credit reports from credit reporting agencies, in connection with the consideration of the Merchant Application or at any time thereafter, as further detailed in the Merchant Application. Merchant authorizes Acquirer to make, from time to time, any business and personal credit or other inquiries it considers necessary to review the Merchant Application or continue to provide services under the Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to Acquirer. Merchant further acknowledges that its Merchant Application may be rejected by any Acquirer and that Acquirer shall have any liability associated with such rejection.

17.2. Merchant agrees to promptly furnish Acquirer with current transaction, business and financial documents, including but not limited to information related to directors, authorized signatories, shareholders, ultimate beneficial owners and all other reasonably necessary information ("KYC Information") to (i) evaluate its financial condition (including financial statements, tax returns, bank statements, evidence of required licenses, and other information as reasonably necessary), (ii) perform checks on the Merchant itself and the Transactions submitted by Merchant, the individual who signs the Merchant Application and this Agreement, and its principals and beneficial owners, and obtain information on such parties, including but not limited to credit checks, criminal background checks and sanctions checks (*e.g.* OFAC) and information from customers, suppliers, and credit reporting agencies about Merchant, (iii) and business practices and any other information that may be required to comply with Applicable Law and anti-money laundering compliance upon request (including inventory documentation, shipping and delivery documentation, and proof of service competition). Furthermore, with notice and during Merchant's normal business hours, representatives of Acquirer may visit Merchant's business premises to examine Merchant's operations, activities, and/or books and records to the extent necessary to evaluate Merchant's compliance with this Agreement. Merchant will upon request, promptly provide any additional information and supporting documentation regarding its KYC Information, including information reasonably required to carry out

periodic KYC Information reviews on Merchant. Merchant agrees that further checks may be run on Merchant's identity, creditworthiness and background by contacting and consulting relevant registries, KYC providers, telecommunications providers and/or governmental authorities.

17.3. Merchant agrees to provide Stax advance written notice of any actual or anticipated (i) material change in Merchant's products or services, business practices, or the manner in which Merchant accepts Payment Devices; (ii) change to Merchant's legal name, trade name, or mailing address, banking information (account number, routing number, financial institution); (iii) changes to anticipated Transaction amounts or daily, weekly, monthly or annual volume; or (iv) any change to the KYC Information provided in accordance with Section 17.2; (v) an assignment, transfer, or change of control of Merchant (change in ownership of more than fifty percent (50%) of the voting stock of Merchant) or a transfer or sale of any substantial part of Merchant's total assets.

17.4. Stax shall have the right to request audit or inspection of business records, financial records, information related to Merchant's operations, and other documentation as appropriate to ensure Merchant's compliance with this Agreement and Applicable Law. Merchant hereby agrees that upon reasonable request by Stax, initiated by Stax in its sole discretion, Merchant shall make the relevant records, documents, and other information available for inspection by Stax. Upon Acquirer's request, Merchant will provide Acquirer financial statements (audited, if available) prepared by an independent certified public accountant selected by Acquirer. Merchant further agrees to provide to Acquirer such other information regarding Merchant's financial condition as Acquirer may request from time to time.

18. Reporting

Merchant acknowledges that, under the Operating Rules of the Payment Networks, certain merchant activity and terminations of merchant processing agreements may result in Acquirer reporting merchants and their principals to the Payment Networks for inclusion on a terminated merchant file (*e.g.*, the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.

19. Relationship of the Parties

Merchant designates Acquirer as its agent to receive payments for Transactions processed pursuant to this Agreement. No Acquirer, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Agreement or the rendition of Services related to this Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Agreement is an arm's length commercial relationship.

20. Updates to Settlement Account.

If Merchant intends to change its Settlement Account, it must give no fewer than thirty (30) days' prior written notice to Stax and execute any forms required by Stax in connection with the change. Failure to provide the notice or the applicable executed forms required in this Section may result in the inability of Acquirer to settle Transaction proceeds to Merchant and may result in the misdirection or loss of the same. Merchant shall bear sole responsibility for any such loss and shall have no right of recovery against Acquirer associated with such misdirection or loss.

21. Reserve Account and Security Interest

21.1. Acquirer may at any time, whether at the inception of this Agreement or thereafter (including at the time of termination of this Agreement), require the establishment of a Reserve Fund to satisfy Merchant's current or anticipated obligations hereunder, including, without limitation, its obligations with respect to refunds, interchange adjustment by any Payment Network, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to any Acquirer, its and/or their Affiliates, or the Payment Networks. Further, at any time during the Term or at its termination, Acquirer may increase the amount of the Reserve Fund. All decisions relating to whether to establish, set the amount of, or

increase the Reserve Fund will be in the sole discretion of Acquirer.

21.2. The Reserve Fund may be funded by (i) debiting the amount of Transactions that would otherwise be payable to Merchant under this Agreement; (ii) demanding funds from Merchant; or (iii) debiting the Settlement Account. If Acquirer makes a demand for funds pursuant to this Section 21.2, Merchant shall transfer the amount of funds demanded within eight (8) business hours of receipt of such demand.

21.3. The Reserve Fund may be used at any time to satisfy Merchant's obligations to Acquirer under this Agreement, including, without limitation, refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to any Acquirer, its and/or their Affiliates, or the Payment Networks.

21.4. Acquirer may continue to hold the Reserve Fund until the one-year anniversary of the later of termination of this Agreement or the last processing activity that occurs on Merchant's account (including any Transaction or Chargeback) or for such longer time as Acquirer reasonably determines is necessary to satisfy Merchant's current or anticipated obligations under this Agreement, the Operating Rules, or Applicable Law.

21.5. Until the expiration of the period referenced in the preceding subsection, Merchant shall have no ownership interest in or right to the Reserve Fund. Rather, the Reserve Fund shall be the exclusive property of Acquirer. Furthermore, Merchant shall have no right to receive interest on any funds maintained in the Reserve Fund, which shall be the exclusive property of Acquirer.

21.6. Without in any way limiting the foregoing, and merely as an additional form of security, Merchant hereby further grants Stax, Processor and Bank a security interest in (a) the Reserve Fund and all funds therein; and (b) the proceeds associated with any Transaction. Each Acquirer may enforce its or their security interest(s) without notice or demand. The security interest(s) granted under this Agreement will continue after termination of this Agreement until Merchant satisfies all its obligations to Acquirer. Merchant further agrees to execute and deliver to Acquirer such instruments and documents as any Acquirer may reasonably request to confirm and perfect the security interest(s) granted by this Agreement.

22. Holdback Rights

In addition to any of the other rights granted to the each Acquirer hereunder, in the event that any Acquirer, at any time during the Term, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, transactions that cannot be validated or activity related to a suspected Data Compromise Event or other breach of Security Standards, or excessive Chargebacks or activity that surpasses credit thresholds or limits approved for the Merchant account), then Stax or Processor on behalf of Bank may, without notice, hold funds otherwise payable to you for such period as Acquirer, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Acquirer related to the same. To the extent (i) the investigation conducted by Acquirer with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Acquirer, and (ii) Acquirer require the establishment, replenishment, or increase of a Reserve Fund in connection therewith, then the funds held pursuant to this Section 22 may be used to fund such Reserve Fund.

23. Equipment

23.1. No Acquirer makes any representations or warranties regarding the compatibility of third-party products and services with their respective systems. To the extent that you use any third-party gateway or similar software, services, and/or hardware to connect to Acquirer's systems, you understand that a separate agreement may be required with the third-party provider in order to obtain such software, services, or hardware, and additional fees may be charged by the third-

party provider in addition to the fees charged by Acquirer.

23.2. Merchant shall be responsible for any fines, penalties, claims, demands, or new or increased fees (including interchange) that result from Merchant's (a) use of value added reseller, independent software vendor, gateway, point of sale systems, or any other software, hardware, or service not provided by Acquirer; (b) failure to maintain the most current version of software that has been certified by Acquirer as being compatible with the their respective systems; or (c) misuse of software that has been certified as compatible with the Acquirer's systems.

23.3. To the extent that Merchant elects to purchase, lease, or use processing equipment from any Acquirer, or its and/or their Affiliates, Merchant agrees: (i) to be bound by the terms of any applicable equipment lease or sale agreement, and (ii) to pay Stax the stated purchase price or lease amounts, along with all applicable taxes and shipping costs, and agrees that Acquirer may, without limitation, deduct such sums from the Transaction proceeds settled to Merchant's Settlement Account. Ownership of such purchased equipment, if applicable, shall not transfer to Merchant until Merchant has paid the purchase price in full. Each Acquirer, or its and/or their Affiliates shall provide equipment to Merchant "AS-IS' and makes no warranty as to such equipment's fitness for any particular purpose (or any other warranty) and disclaims liability resulting from Merchant's use of the equipment.

23.4. Equipment provided by Stax or any of its Affiliates may only be used for purposes of this Agreement and the receipt of Services pursuant to this Agreement.

23.5. Merchant shall, no later than thirty (30) days following the termination or expiration of this Agreement or account closure, return all leased or otherwise loaned equipment, at Merchant's expense, to Stax to the address on the call tag provided by Stax. Failure to return such equipment within thirty (30) days will result in a $499 non-return charge to Merchant. Merchant will be liable for any damage to equipment leased from any Acquirer, or its and/or their Affiliates. For equipment purchased by Merchant, Merchant is responsible for the storage and/or destruction of such equipment in accordance with PCI Standards and Merchant will promptly destroy or securely delete all Acquirer Confidential Information within such equipment following the termination of this Agreement

23.6. Merchant shall be solely responsible for all costs and expenses, including taxes, related to its procurement of telecommunications services or additional equipment required to use the equipment Merchant purchases or leases from any Acquirer, or its and/or their Affiliates.

24. **Confidentiality and Use of Data**

24.1. Merchant shall use Cardholder Data or Payment Device Information solely to receive Services under this Agreement. Under no circumstances shall Merchant sell Cardholder Data or Payment Device Information or use it for any purpose other than as expressly contemplated by this Agreement.

24.2. Except in response to a validly served subpoena, Merchant will not provide Cardholder Data or Payment Device Information to anyone except Stax, Bank, Payment Networks, or Merchant's agents that have been approved by Stax and are properly registered with Payment Networks for purposes of assisting Merchant in completing Transactions. Should Merchant receive a subpoena that encompasses Cardholder Data or Payment Device Information, Merchant will notify Stax in writing of its receipt of such a subpoena as soon as practicable.

24.3. Merchant agrees to keep confidential and not to disclose: (a) the terms and conditions of this Agreement; (b) the Processing Fees; (c) Cardholder Data and Payment Device Information; or (d) any other non-public information regarding any aspect of any Acquirer business made available to Merchant under the auspices of this Agreement (**"Acquirer Confidential**

Information”). Acquirer Confidential Information shall include, but shall not be limited to, information regarding pricing techniques, fees, equipment, services, processes, procedures, marketing or business development plans, technical information, personnel information, and trade secrets.

24.4. Should Merchant receive any Acquirer Confidential Information, Merchant agrees to protect such confidential information equally to its own confidential information and to take no less than reasonable care to prevent its misuse or disclosure. Merchant agrees to return to each Acquirer, as applicable, any confidential information respectively belonging to those entities either upon the termination of this Agreement for any reason, or upon earlier request from an Acquirer.

24.5. Merchant must keep confidential its merchant identification (“**MID**”), which is assigned to facilitate the provisions of Services to Merchant under this Agreement. As a security measure, Merchant may be requested to identify itself by its MID when contacting Stax. Any person correctly identifying Merchant's MID shall be presumed by Stax to have authority to make changes to Merchant's account. Merchant shall be solely liable for any damages it sustains as a result of the disclosure of Merchant's MID to any unauthorized persons.

24.6. To the extent permitted by Applicable Law and the Operating Rules, Merchant authorizes Processor and Bank to disclose information regarding Merchant to any third party who has asked for such information, and whom Processor or Bank engages in connection with (i) processing the Transactions, (ii) providing products or services to Merchants, and/or (iii) otherwise to facilitate the purpose of this Agreement, including but not limited to Stax Affiliates, Processor, any Independent Sales Organization (“ISO”) or Independent Software Vendor (“ISV”) or any other party that receives any form of residual or referral fee in connection with the Transactions processed by Merchant under this Agreement, if applicable. Merchant authorizes Processor and Bank to disclose Cardholder Data and Payment Device Information, Transaction information, and Merchant information to the Payment Networks and PayPal. Merchant further authorizes Processor and Bank to provide information about Merchant in response to requests for such information from any government body or regulatory authority.

24.7. Notwithstanding anything else in this Agreement, and without otherwise limiting Processor and/or Bank's use of such information, all Cardholder Data, Payment Device Information, information related to Transactions or Cardholders, and information related to Merchant, may be used by the Payment Networks, Processor, Bank, and their respective Affiliates and designees, including but not limited to payment processors, any ISO or ISV that receives any form of residual or referral fee in connection with the Transactions processed by Merchant under this Agreement,if applicable: (i) to provide Services or otherwise facilitate the purpose of this Agreement; (ii) for administrative and monitoring purposes; (iii) to enhance or improve Processor and/or Bank's products or services; (iv) in the course of any sale or reorganization of Processor and/or Bank's business; (v) to comply with Applicable Laws; and (vi) for disclosure to credit reporting agencies and other financial institutions.

24.8. Merchant acknowledges and expressly consents to Stax's use of artificial intelligence systems and technologies to process, analyze, and manage Merchant d;ata, including but not limited to Transaction information, Payment Device Information, and Cardholder Data, for the purposes of providing the Services under this Agreement.

25. Amendments and Waiver

25.1. Processor or Bank may amend, revise, change, or supplement this Agreement by giving Merchant thirty (30) days' notice of any such amendment, revision, change, or supplementation. provided, however, that Merchant may terminate this Agreement,

without penalty, in response to such amendment, revision, change, or supplementation (not attributable to changes to the Operating Rules or Applicable Law) if such amendment materially impacts Merchants processing activities and by providing Processor with written notice between the date of receiving notice of the amendment, revision, change, or supplementation and the effective date of such amendment, revision, change, or supplementation. Any amendment, revision, change, or supplementation attributable to changes to the Security Standards, Operating Rules or Applicable Law may be made on less than thirty (30) days' notice and shall not be grounds for termination of this Agreement.

25.2. No Acquirer will be deemed to have waived any provision of this Agreement by failing to promptly enforce the same, and no waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision of this Agreement or the same provision on any other occasion.

26. Notices; Electronic Notice; IRS Form 1099-K

26.1 Except as otherwise set forth in this Section 26, all notices under this Agreement to either Bank, Processor, or Stax must be in writing and delivered via hand delivery or via a carrier that provides a tracking number and/or other proof of delivery. Notices to the Bank, Processor or Stax must be sent to the addresses respectively designated on the Merchant Application for those entities and will be deemed effective upon receipt. Any Acquirer may provide Merchant with notice under this Agreement to be effective when delivered, including, without limitation, of any amendment to this Agreement or to Processing Fees, by any of the following means: (a) via mail at the address designated in the Merchant Application (or such other address as Merchant may provide), including by statement messages appearing on any processing statement; (b) electronically, through the Merchant portal, through electronically available processing statement(s), or through any other means of electronic communication maintained by any Acquirer which Merchant may access; or (c) electronically, via any email address designated by Merchant.

26.2 Merchant expressly consents to receive documents and notices electronicallyand agrees to maintain access to the Internet for so long as this Agreement is in effect. Notwithstanding the foregoing, statements provided to Merchant electronicallyshall be deemed received the first day they are available online.

26.3 By signing this Agreement, Merchant affirmatively consents to receive IRS Form 1099-K and any other applicable tax forms electronically from Stax or a third party acting on behalf of Stax. Merchant acknowledges that they may access and retain such forms in the format provided and may withdraw this consent at any time by notifying the third party acting on behalf of Stax in writing.

27. Choice of Law and Venue; Time and Procedure for Assertion of Claims

27.1. All disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise) arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation, or enforceability of the choice of law and venue provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.

27.2. Without in any way limiting Section 29 (Arbitration), with respect to any action arising out of, relating to, or in connection with this Agreement, Merchant and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Georgia.

27.3. Each party agrees to provide the other prompt notice of any claim, controversy, or dispute arising under or related to this Agreement, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, upon either party's election, the parties will participate in non-binding mediation before a mutually agreed

mediator. Any controversy, claim, or dispute that is not resolved through the procedures set forth above within sixty (60) days following the initial notice (or such longer period as the parties may agree) will be resolved pursuant to arbitration pursuant to Section 29 of this Agreement.

27.4. Neither party may bring a claim more than two (2) years after the underlying cause of action first accrues.

28. Attorneys' Fees

Merchant agrees to reimburse Acquirer for all attorneys' fees or other costs incurred by any Acquirer in enforcing any provision of this Agreement against Merchant, or in obtaining any sums due under this Agreement from Merchant, regardless of whether such Acquirer incurred those fees in connection with a court proceeding, private dispute resolution, or outside a formal dispute resolution proceeding.

29. Arbitration

29.1. ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. Notwithstanding the foregoing, nothing in this Section prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. Furthermore, this Section 29, and the obligation to arbitrate, will not apply to claims for misuse or infringement of a party's intellectual property or confidential information.

29.2. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this Section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than $250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims equal to or less than $250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient; and (iii) the claimant(s) and respondent(s) will bear the cost of arbitration, including the cost of any filing fee, equally, subject to the discretion of the arbitrator(s) to alternatively allocate costs pursuant to the applicable rules in any final award; provided, however, that for claims equal to or less than $25,000, Merchant and guarantor (if applicable) shall not be responsible to pay any case initiation or similar fee greater than that of the filing fee in the Superior Court of Fulton County, Georgia at the time arbitration is filed unless the arbitrator(s) determine that such claims are frivolous. The arbitrator(s) shall have no authority to award non-monetary or equitable relief or to award damages that are inconsistent with the limitations and exclusions set forth in this Agreement, nor will he, she, or they have authority to award sanctions of any type. The arbitrator(s) shall not issue a reasoned opinion for any award unless such award is greater than $250,000. Any decision rendered in such arbitration proceedings shall be final and binding on each of the parties to the arbitration and

judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law. If any part of this Section 29 is found invalid or unenforceable, the other parts of this Section 29 shall still apply.

29.3. MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

30. Continuing Guaranty

As a key inducement for each Acquirer to enter into this Agreement, the Guarantor(s) agree to be bound by all the terms and provisions of this Agreement the same as Merchant. Guarantor understands that this Agreement may be renewed, extended, or modified from time to time (including with regard to fees and to Merchant's payment obligations) without notice to Guarantor, even if the modifications and/or extensions increase Guarantor(s)' obligations hereunder. Guarantor(s), individually and severally, also unconditionally and personally guarantee the Merchant's full performance of its obligations under this Agreement. Guarantor(s) understand and agree that each Acquirer may proceed directly against Guarantor(s) without first exhausting remedies available against Merchant. Moreover, in the event Guarantor(s) is or are natural person(s), this guaranty is continuing and shall survive the death of Guarantor(s) and be binding on Guarantor(s)' heirs and estate, without any diminution of the rights of any Acquirer with respect to the guaranty. To the fullest extent permitted by law, Guarantor(s) waive all rights and defenses available to Guarantor(s) respecting the Acquirer's enforcement of this guaranty. Without limiting any of the foregoing, each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (i) the Agreement cannot be enforced against the Merchant; (ii) any Acquirer makes or agrees to changes or modifications to the Agreement; (iii) any Acquirer releases any other Guarantor or the Merchant from any obligation under the Agreement; (iv) a law regulation or order of any public authority affects the rights of any Acquirer under the Agreement; or (v) anything else happens that may affect the rights of any Acquirer against the Merchant or any other Guarantor. Each Guarantor further agrees that: (vi) each Acquirer may delay enforcing any of its rights under this guaranty without losing such rights; (vii) each Acquirer can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor; and (viii) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred any Acquirer in connection with the enforcement of any terms of the Agreement or this guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

31. Remedies Cumulative

The rights and remedies conferred upon Acquirer under this Agreement are not intended to be exclusive of each other or of any other rights or remedies belonging to Acquirer under this Agreement, at law, or in equity. Rather, all such rights and remedies are cumulative.

32. Assignment; Successor Responsibility

The Bank may assign this Agreement without Merchant's consent. Stax may assign this Agreement with approval of Bank. Merchant may not assign this Agreement without the advanced express written consent of Bank and Stax, nor shall it assign any right to payments to which it may be entitled under this Agreement. For purposes of this Agreement, it shall be deemed an assignment by Merchant of this Agreement to effectuate any sale or transfer of the equity interests of Merchant's business such that the equity holders listed in the Merchant Application collectively hold less than 50% of the equity interests after such sale or transfer. This Agreement will be binding on each party's successor(s) and/or permitted assigns.

33. No Third-Party Beneficiaries

The Payment Networks, Bank, Processor and ACH Provider will be third-party beneficiaries to this Agreement, meaning that, while they have no

obligations under this Agreement, they will have the right, within their discretion, to enforce of the terms of this Agreement (including, without limitation, with respect to the Operating Rules) directly against Merchant. Except as specified in the preceding sentence, there are no third-party beneficiaries to this Agreement, which is solely for the benefit of Merchant, and each Acquirer.

34. Force Majeure

No Acquirer shall be liable for any delay or inability to perform caused by acts of God, natural disasters, wars, acts of terrorism, civil disturbances or insurrection, pandemics, epidemics, governmental actions or omissions, national or regional emergencies, strikes, industrial disturbances or other unforeseen labor difficulties, embargoes or blockades, telecommunications failures, equipment or infrastructure failures, network failures, civil or military disobedience or disorder, supply shortages, material changes in law or regulations, or other causes beyond such Acquirer's reasonable control.

35. Entire Agreement; Severability

This Agreement constitutes the complete and final agreement between the parties related to the subject matter hereof and supersedes all prior oral or written agreements pertaining to its subject matter. Except as elsewhere provided herein, this Agreement may be modified only in a writing signed by all parties hereto. If any provision of this Agreement is deemed unlawful or unenforceable, then it shall be reformed only insofar as necessary to make it lawful and enforceable, or if it cannot be so reformed, it will be severed from this Agreement without any effect on the remaining terms of the Agreement, which shall continue in full force and effect.

36. Survival

Termination of this Agreement shall not terminate the obligations and rights of the parties that, by their nature or their terms, are intended to survive or be perpetual of irrevocable. Such provisions, including, without limitation, Sections 2.2, 3.5, 4.4, 4.5, 7.4 through 7.9, 8 through 10, 11.2, 11.7, 12 through 16, 18 through 31, 33 through 36 and 38 shall survive the expiration or termination of this Agreement.

37. Electronic Signature

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which

together shall constitute one and the same instrument. The parties agree that signatures transmitted electronically shall be legally binding and treated as if they were original signatures and equally effective as a wet ink signature.

38. Special Provisions Related to American Express

In addition to the remaining terms of this Agreement, Merchant agrees to the following terms in connection with its acceptance of American Express Cards:

38.1.   Merchant acknowledges that any request to accept American Express Cards is subject to approval by American Express. If approved, Merchant authorizes Stax and Processor (as applicable) to submit American Express Card Transactions to, and receive settlement from, American Express.

38.2.   Merchant agrees to have a refund policy for purchases on American Express Cards that is at least as favorable as its refund policy for purchases on any other Cards.

38.3.   Merchant may opt out of accepting American Express Cards at any time without penalty and without directly or indirectly affecting its rights to accept other Cards.

38.4.   Upon termination of this Agreement or its ability to accept American Express Cards hereunder, Merchant agrees to remove American Express Identifiers from Merchant's website and wherever else they are displayed.

38.5.   Merchant agrees that American Express may use information obtained in the Merchant Application to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes.

38.6.   Merchant agrees that American Express may use Transaction data, Merchant data, and Payment Information to perform its responsibilities in connection with the American Express OptBlue® Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes, and important transactional or

relationship communications from American Express.

38.7.   Merchant acknowledges and agrees that it may be converted from American Express Card acceptance pursuant to this Agreement to a direct American Express Card acceptance relationship with American Express if and when it becomes a "High CV Merchant," *i.e.*, a merchant with either (i) greater than $1 million in American Express Card Transaction volume (including volume from all Merchant locations) in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express Card Transaction volume (including all volume from all merchant locations) in any three (3) consecutive months. Upon such conversion, Merchant acknowledges and agrees that (i) merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance.

EXHIBIT A

STAX MERCHANT SURCHARGE PROGRAM ADDENDUM

This Merchant Surcharge Addendum and its associated terms and conditions supplement your Merchant Application and the Stax Merchant Card Processing Terms and Conditions and govern the legal relationship under which Stax Processing, Inc. Inc. ("**Stax**") will provide its Service(s) related to surcharges described herein. You may be subject to additional and separate agreements related to surcharging or other products and/or Services provided by Stax. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed in the Stax Merchant Card Processing Terms and Conditions.

1. **Surcharge Services.** These terms and conditions are applicable to the Merchant surcharge program offered as a part of the Stax Services and herein referred to as the Stax Merchant Surcharge Program ("**MSP**"). Merchant is advised to consult with its own legal counsel regarding the implementation of an MSP. **Stax expressly disclaims any liability arising out of or relating to the implementation of MSP by Merchant.**

2. **Merchant Responsibilities.** If Merchant wishes to assess surcharges through a Stax MSP, as the term surcharging is used in the Operating Rules of Visa and Mastercard, then Merchant must abide by the requirements contained herein, which are contractual, and do not excuse or supersede compliance with Operating Rules or Applicable Law.
   a. Comply with all Applicable Law in connection with the MSP, and not circumvent or attempt to circumvent or subvert any policies, rules, requirements or instructions applicable to the MSP;
   b. Notify Stax immediately upon learning that any information provided to Stax is inaccurate or that it assessed a surcharge in violation of Applicable Law;
   c. Provide Stax with complete and accurate information (including transaction information) in connection with its use of the MSP and, upon request, fully cooperate with Stax and provide Stax any information reasonably necessary for Stax to comply with Applicable Law and the Agreement, or to timely submit any applications, registrations, or other documents to the card networks or other regulatory bodies;
   d. Use best efforts to prevent unauthorized disclosure, access to, or use of the MSP, and not rent, lease, assign, sublicense, transfer, distribute, allow access to, timeshare, disassemble, decompile, decrypt, extract, reverse engineer or modify the MSP;
   e. At least 30 days prior to implementing any surcharge using Stax MSP, Merchant must inform Stax of the intent to surcharge;
   f. Merchant must complete the required card network registrations for surcharging;
   g. Merchant may assess surcharges only on Credit Cards;
   h. Any surcharge assessed by Merchant may not be greater than 3% of the transaction value or the cost of card acceptance, whichever is lower;
   i. Each surcharge assessed by Merchant must be clearly and conspicuously disclosed at the point of sale and at the point of entry.
      i. For physical merchant outlets, the point of entry is where customers enter the store, and the point of sale is where the customer checks out or pays.
      ii. For e-commerce transactions, the point of entry is the first page of your website that references the credit card brands accepted, and the point of entry is the checkout page.
      iii. For mail order transactions, the point of entry is the first page of the catalog that references the Card Brands accepted and point of sale is the mail order form.
   j. The disclosure must (i) state that the surcharge is being assessed by Merchant on credit cards only, (ii) identify the amount of the surcharge; and (iii) state that the surcharge is not greater than the cost of accepting the card. Disclosure of the existence and amount of any surcharges on a stand-alone basis (a) verbally, with respect to phone orders, and (b) in locations that the

consumer is likely to see prior to committing to a transaction, including (but not limited to), as applicable, signs or postings, webpages, advertising materials, catalogues or menus.

k. The cardholder who has been notified of a surcharge must be given the opportunity to cancel the transaction prior to being assessed the surcharge and to pay by another means that does not result in a surcharge.

l. Merchant must not assess a surcharge for any transactions initiated in, or with a billing or shipping address in, any jurisdiction that prohibits surcharging payment cards. These jurisdictions change from time to time, but as of June 2025, prohibited jurisdictions include California, Connecticut, Maine, and Massachusetts. Additional jurisdictions may impose restrictions or requirements on Merchant surcharging. Merchant hereby acknowledges and agrees to comply with Applicable Law pertaining to surcharging, and this Addendum, in each jurisdiction where Merchant operates.

m. Merchant must prominently display and disclose to Cardholders at all times (i) the name of the Merchant; and (iii) Merchant's physical address.

n. Subject to Applicable Law, the Operating Rules, and the Security Standards, Merchant agrees to preserve receipts, credit vouchers, or other written evidence related to Transactions for not less than two (2) years following such Transaction and to provide such records to Acquirer upon request.

Using the word "surcharge" to describe the fee, accurately reflecting the reason for the surcharge and describing it as a surcharge for accepting Credit Cards, and not characterizing the surcharge in a way that suggests it is not being imposed by the business itself (such as calling it "mandatory") or that it is being imposed solely to cover credit card costs.

3. Stax reserves the right to block, discontinue, or otherwise require modifications to any MSP Merchant has implemented if necessary to comply with Operating Rules or Applicable Law.