



This User Agreement (“Agreement”) is a legal agreement between you (“you,” “your,” “User”) and StrongBox eSolutions, LLC (DBA, herein identified and further market as “StrongBox,” “we,” “our” or “us”) governing your use of StrongBox’s desktop and mobile applications and websites (including StrongBox portal), payment processing services, hardware, and other products and services (together, the “Services”). Please read this Agreement carefully. This Agreement is divided into three parts. Part One explains the terms that govern your use of the Services. Part Two contains additional legal terms, including provisions that limit our liability to you and require individual arbitration for any potential legal dispute. Part Three is the conclusion in regards to any additional paid services. To use the Services, you must accept all of the terms of this Agreement and by entering and/or using the StrongBox application(s), you accept and agree to all of the terms of this Agreement.

Part One: Terms Governing Use of the Service

1. StrongBox Account Registration

You must open an account with StrongBox (a “StrongBox Account”), including a merchant account with StrongBox’s payment processor(s), to use the Services. Our registration process will ask you for information including your name and other personal information or you have already provided us with such in Merchant Application form and herein you agree we will use such data as your registration data. You must provide accurate and complete information in response to our questions. You must complete this and other processes to access any funds that you accept through the Services. You must also keep the information that you provide up-to-date. We reserve the right to reject, suspend or terminate the StrongBox Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

2. Name

You must use your or your business’ true and accurate name when signing up for a StrongBox Account. Ideally, the name you choose will be a reasonably descriptive name that clearly identifies you or your business. This name will appear on the User’s credit or debit card statement for all payments you accept using the Services.

3. Software

The software associated with desktop and mobile and website applications and hardware products is part of the Services. Among other things, the software enables you to access and use the Services. You must install any and all software updates to continue to use the Services.

4. Verification and Inspection

If your request to open a StrongBox Account is approved, StrongBox may request additional information from you at any time. StrongBox may ask you to present invoices from your suppliers, a government issued identification such as a passport or driver’s license, or a business license. StrongBox may also ask for permission to inspect your business location. If you refuse any of these requests, your StrongBox Account may be rejected, suspended or terminated.

5. Compatible Devices and Third Party Carriers



Your StrongBox Account permits you to accept payment card and other financial transactions on compatible computers and mobile devices. Devices modified contrary to the manufacturer’s software or hardware guidelines, including but not limited to those with disabled hardware or software controls—sometimes referred to as “jail broken”—are not compatible mobile devices. You acknowledge that the use of a modified device to use the Services is expressly prohibited, constitutes a violation of the terms of this Agreement, and is grounds for termination of your StrongBox Account. StrongBox does not warrant that the Services will be compatible with your mobile device or third party carrier.

Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer and your carrier.

6. Your StrongBox Account

By creating a StrongBox Account, you confirm that you are either a legal resident of the country you have domiciled your business in, a citizen of such country, a business entity authorized to conduct business by the country(s) in which you operate or that your business does not require respective permits due to particular regulations (e-commerce website domiciled in one country conducting business online across the globe, etc.). The Services and your StrongBox Account may only be used for legitimate business purposes in particular country(s) and/or state(s) approved by StrongBox and/or its payment processors. You may not export the Services directly or indirectly, and you acknowledge that the Services may be subject to export restrictions imposed by your business country of registration.

By creating a StrongBox Account, you also confirm that you will not accept payments in connection with the following businesses or business activities: (1) any illegal activity or goods, (2) unauthorized multi-level marketing businesses, (3) wagers at races, (4) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (5) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury, (6) drug paraphernalia, (7) hate or harmful products, (8) escort services, or (9) any business associated with business operations considered illegal and/or banned in respective countries unless specifically approved, in writing, by StrongBox. If you have any concerns whether you can or cannot accept payments in connection with your business field, you agree to contact StrongBox and consult or clarify any and all points in question.

7. Our Role

The Services allow you to accept payments, including payment card-based payments initiated with cards bearing the trademarks of MasterCard International., Visa, CUP, AMEX, JCB and Discover (collectively, the “Networks”). We are not a bank and we do not offer banking services. As a payment service provider, StrongBox facilitates the processing of payments you receive from your Buyers. This means that we collect, analyze and relay information generated in connection with these payments. We may, additionally serve you as a “banking mediator” transmitting, marketing, advertising, acquiring, re-selling services to you or other users on behalf of a banking entity; this, however, is subject to individual case by case basis and it is bound by separate agreements we may hold in different regions, countries or states. Please refer to any material respective to our offerings in your region of business operation and do not hesitate to contact us to clarify if we are capable of serving you as a “banking mediator” in your particular case.



In order to serve in this role, we must enter into agreements with Networks, processors and acquiring banks. In some cases, Visa, MasterCard, CUP, AMEX, JCB and Discover require that our Users enter into an agreement directly with StrongBox's acquiring bank. If you are such User we will provide you a "Commercial Entity Agreement" that you must complete in order to use the Services. This may happen during the registration process or at some other time. If you fail to complete a "Commercial Entity Agreement," we may suspend or terminate your StrongBox Account. Similarly, if you are a high value customer, AMEX may require that you maintain your agreement directly with them and designate StrongBox as your agent for AMEX payments. If that is the case, you will be notified of such requirement.

8. Your Authorization

You authorize us to hold, receive, and disburse funds on your behalf. Your authorization permits us to generate a paper draft or an electronic funds transfer to process each payment transaction that you authorize. The authorizations will remain in full force and effect until your StrongBox Account is closed and/or terminated.

9. Restricted Use

StrongBox-provided hardware products are for your use with the Services, and you may not act as a hardware product reseller. You may not act as a payment intermediary, aggregator or service bureau or otherwise resell the Services on behalf of any third party. This means that you may not use the Services to handle or process or transmit funds for any third party. You also may not use the Services to process cash advances. You may not use the invoices feature of the Services to send invoices to yourself or in any other manner for which the invoices feature is not intended. YOU MAY apply for StrongBox to serve you as a payment intermediary, aggregator or service bureau or otherwise resell the Services on behalf of any third party. StrongBox will determine on case by case basis the mutual benefits and based on its discretion StrongBox may issue - and/or apply for - specific and respective permits and enter into such business relationship with User.

10. Unauthorized or Illegal Use

We may decide not to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of this Agreement or any other StrongBox agreement, or that it exposes you, other StrongBox customers, our processors or StrongBox to harm. Harm includes, but is not limited to, fraud and other criminal acts. If we reasonably suspect that your StrongBox Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you and your StrongBox Account, and any of your transactions with law enforcement. You agree to indemnify and hold harmless StrongBox and its associated entities for any and all costs and expenses, including fees, penalties, fines, attorneys' fees and costs, for any unauthorized or illegal use of StrongBox's platform or Services through your Account.

11. Accepted Cards

StrongBox works with any and/or most US-issued and most non-US issued credit, debit, prepaid, or gift cards ("Cards") with a Visa, MasterCard, AMEX, JCB or Discover logo. We may remove or add Cards that we accept at any time without prior notice. We will generally only process Cards that receive an authorization from the applicable Network and Card issuer. You understand that there may be times when the Buyer may not be the authorized user of the Card or that such Buyer may otherwise contest the



transaction through the Chargeback process (described below). You agree to comply with the Chargeback process and to liability associated with such Chargebacks.

12. Applicable Network Rules

The Networks require that you and StrongBox comply with all applicable bylaws, rules, and regulations (“Network Rules”). The Networks amend their rules and regulations from time to time. StrongBox may be required to change this Agreement in connection with amendments to the Network Rules. Significant portions of the Network Rules are available to the public at www.visa.com, www.mastercard.com, and www.americanexpress.com.

Network Rules currently prohibit you from dispensing cash on any Card transaction. The Rules also restrict your ability to assess a surcharge or split a single transaction in to multiple transactions except in certain limited situations. Your use of Network logos is governed by the Rules; you agree to familiarize yourself with and to comply with these requirements. StrongBox is not responsible for your familiarization with above mentioned rules, however, StrongBox support team is available to attend any questions and enquiries you may have regarding this or other subject.

13. Underwriting

StrongBox will review the information that you submit in connection with your request to sign up for the Services. You agree that StrongBox may share information about you and your StrongBox Account with its processor, acquiring bank and/or other entities. After you submit your application, StrongBox or its processor and/or acquiring bank may conclude that you will not be permitted to use the Services.

You authorize StrongBox to request identity verifying information about you, including a consumer report that contains your name and address. You further agree that StrongBox may periodically obtain additional reports to determine whether you continue to meet the requirements for a StrongBox Account.

You agree that StrongBox is permitted to share information about you and your application (including whether you are approved or declined), and your StrongBox Account with your bank or other financial institution. 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, and (d) to conduct StrongBox’s risk management process.

14. Our Fees

You agree to pay the applicable fees listed on our Fee Schedule (“Fees”) for use of the Services. Subject to the terms of this Agreement, we reserve the right to change our Fees upon thirty days’ advance notice. You must agree to the change in Fees to continue to use the Services. To withdraw your consent, you will need to close your StrongBox Account. All Balances and all Fees, charges, and payments collected or paid through the Services are denominated in US dollars unless specified otherwise. Should you need and/or want to process your and your Buyers’ transactions and have such service denominated in any other currency, you are obliged to request for such to your StrongBox representative. StrongBox will determine on case by case basis if User’s request is approved, and if so, User agrees that this may meet with additional fees and/or charges towards your transactions.

15a. Access to StrongBox Account Funds



Subject to the payout schedule identified below, amounts received for transactions you submit through the Services (less any applicable Fees) will be deposited to your verified bank account.

In the event the bank account you link to your StrongBox Account is incorrect and StrongBox and/or its processors are not able to debit or credit the bank account, the bank account will be de-linked from your StrongBox Account.

Funds for any given transaction will not be deposited until the transaction is deemed complete. Transactions will be deemed complete when we have received or sent the funds and when we or the designated financial institutions have accepted the transaction or funds.

15b. Right of Setoff

You grant us a security interest in, as well as a right of setoff against, and hereby assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under this Agreement, all of your right, title, and interest in and to all of your accounts with us. However, this grant will not apply to any accounts for which the grant of a security interest would be prohibited by law. You authorize us, without prior notice to you and irrespective of (i) whether we have made demand under this Agreement or any other related agreements; and (ii) whether the obligation is contingent, matured or un-matured, to the extent permitted by law, to collect, charge, and/or setoff all sums owing on the indebtedness against any and all such accounts and other obligations, and our option, to administratively freeze or direct any third party bank holding the account to freeze all such accounts to allow us to protect our security interest, collection, charge and setoff rights as provided for in this section.

16. Payout Schedule - Standard

Payouts to your bank account for payments received by you through the Services will be made by StrongBox's processor(s) directly to your account. You understand and agree that StrongBox has no control over these payouts and you agree to hold StrongBox harmless and indemnify StrongBox for any claims for non-payment of payouts. Payouts for domestic transactions in the United States typically settle within 24 hours.

17. Availability of Funds

Should StrongBox need to conduct an investigation or resolve any pending dispute related to your StrongBox Account, we may defer payout or restrict access to your funds for the entire time it takes for us to do so. We also may defer payout or restrict access to your funds as necessary to comply with applicable law or court order, or if otherwise requested by law enforcement or governmental entity.

18. StrongBox Account History

When a payment is made to your StrongBox Account, we will update your StrongBox Account activity on the website and provide you a transaction confirmation. The confirmation will serve as your receipt. Summaries of your StrongBox Account activity, including monthly statements, are available on our website for up to one year of account activity. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your StrongBox Account and your use of the Services, and (b) reconciling all transactional information that is associated with your StrongBox Account. If you believe that there is an error or unauthorized transaction activity is associated with your StrongBox Account, you agree to contact us immediately.



19. Reserve and Rolling Reserves and Authorization

At any time and from time to time, we may temporarily suspend or delay payments to you and/or designate an amount of funds that we must maintain in your StrongBox Account or in a separate reserve account (a "Reserve") to secure the performance of your payment obligations under this Agreement. We may require a Reserve for any reason, including if you have a high rate of Chargebacks (described in clause 27), refunds, or other indications of performance problems related to your use of the Services. The Reserve will be in an amount as reasonably determined by us or our processor (Network-s) to cover anticipated Chargebacks, returns, unshipped merchandise and/or unfulfilled products or services or credit risk based on your processing history. The Reserve may be raised, reduced or removed at any time by StrongBox, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in StrongBox's favor, or otherwise as StrongBox or its processor may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your StrongBox Account, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Agreement, including without limitation for any reversals of deposits or transfers made to your StrongBox Account. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve. StrongBox is bound not to use charge or apply any reserve charges unless the situation occurs as specified above.

20. Receipts

When your Buyer is present at the time of the transaction, you benefit from the Network Rules for card present transactions. You agree to request that your Buyer personally sign for all transactions greater than \$50.00 when your Buyer is present. You must make a written receipt available to your Buyers for any transaction greater than \$25.00. You may give your Buyers the option to receive or decline a written receipt. As a convenience, but not in lieu of a written receipt, StrongBox offers Buyers a choice to receive digital receipts delivered by StrongBox through SMS or email.

If your Buyer provides an email address, your Buyer will receive a notification and receipt via a standard unencrypted email when your credit card has been charged. Because they will not receive an invoice or receipt by mail, this environmentally friendly process reduces the amount of mail received and paper used. Your Buyer's credit card information is encrypted, stored in a specially secured facility and is only accessible by the credit card processors. The amount your Buyer will be charged is strictly limited to the contractually obligated amount your Buyer's insurance requires to pay, such as copayments, coinsurance, deductible and non-covered services.

21. Usage of Shortcode

You agree that StrongBox may send you real-time receipts via a text message, which you may also use as secondary authentication. Standard message and data rates may apply (check with your carrier). However, StrongBox will not do so unless you specifically apply for such services and StrongBox will use its own email carriers to send you real-time receipts. StrongBox may impose specific charges for using its



email carriers to send you real-time receipts and you are bound to either agree with those or you have to cancel such service by written request sent to StrongBox and/or to your StrongBox representative.

22. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our software and services (“Taxes”). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. StrongBox specifically disclaims any liability for Taxes.

You hereby hold harmless and indemnify StrongBox from any liability and/or responsibility to report your transactions to any and all respective tax bureaus. You hereby agree you are the only entity responsible for your own tax reporting to respective authorities.

23. Customer Service

You are solely responsible for all customer service issues relating to your goods or services, including pricing, order fulfillment, order cancellation by you or a Buyer, 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 us. StrongBox is only responsible for customer service issues relating to any StrongBox Account, payment, Card processing, debiting or crediting.

24a. Refunds and Returns

By accepting payment Card transactions with StrongBox, you agree to process returns of, and provide refunds and adjustments for, your goods or services through your StrongBox Account in accordance with this Agreement and Network Rules. Network Rules require that you will (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to Buyers at the time of purchase, (c) not give cash refunds to a Buyer in connection with a Card sale, unless required by law, and (d) not accept cash or any other item of value for preparing a Card sale refund. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the Buyer for postage that the Buyer paid to return merchandise. If you accept returns and are making an uneven exchange of merchandise (e.g., the sales price is not the same), you must issue a credit for the total amount of the merchandise being returned and complete a new sale for any new merchandise. Please be aware, if your refund policy prohibits returns or is unsatisfactory to the Buyer, you may still receive a Chargeback relating to such sales.

You can process a refund through your StrongBox Account up to sixty (60) days from the day you accepted the payment. If your available StrongBox balance is insufficient to cover the refund, StrongBox will request your authorization to withdraw up to the requested refund amount from your bank account. StrongBox will then withdraw the amount you were paid (the sale amount minus the initial transaction fee) from your bank account, and credit it back into your Buyer’s Card. The Fees are also refunded by StrongBox, so the full purchase amount is always returned to your Buyer. StrongBox has no obligation to accept any returns of any of your goods or services on your behalf, however StrongBox will always investigate the



reason for return and in cooperation with you will reach conclusion. You are bound to be available for our investigations and if not, StrongBox will favor your Buyer's request for return as required by law and most countries applied "trade fairness".

24b. Refunds and Returns - Amendments and Changes

StrongBox reserves - and you hereby agree with – StrongBox's right to change the refund policy based on its Network(s) rules and regulations herein and hereafter applied without any prior notice. StrongBox may amend this Agreement at any time there are occurrences of any changes, however, you accept the responsibility and liability to be introduced to such changes by regularly updating yourself with any particular changes posted on StrongBox.com, or on any other websites owned by us, or sent to you by email or mail in a form of direct email and/or mail, or regular newsletter.

25. Your Liability for Chargebacks

The amount of a transaction may be reversed or charged back to your StrongBox Account (a "Chargeback") if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a Buyer or our financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement.

26. Our Collection Rights for Chargebacks

For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. We may debit the amount of any Chargeback and any associated Fees, fines, or penalties listed in the Fee Schedule or assessed by the Association or our processor from your StrongBox Account (including without limitation any Reserve), any proceeds due to you, your bank account, or other payment instrument registered with us. If you have pending Chargebacks, we may delay payouts from your StrongBox Account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a Buyer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the Buyer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of all StrongBox Account deficit balances unpaid by you.

27. Excessive Chargebacks

If we determine that you are incurring an excessive amount of Chargebacks, we may establish controls or conditions governing your StrongBox Account, including without limitation, by (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Services.

28a. Contesting Chargebacks

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Services. To that end, you permit us to share information about a Chargeback with the Buyer,



the Buyer's financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, we will release the reserved funds to your StrongBox Account. If a Chargeback dispute is not resolved in your favor by the Network or issuing bank or you choose not to contest the Chargeback, we may recover the Chargeback 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 fifteen (15) days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

You also agree that the final right to determine the validation of Chargebacks is solemnly in StrongBox's discretion.

28b. Resolving Chargebacks Protocol

StrongBox will investigate each Chargeback and/or dispute before any decision is made and StrongBox will do everything within reasonable manners to maintain fairness of any particular investigation.

You agree with StrongBox's following Chargebacks protocol:

(i) StrongBox provides you with Customer Service number you will use, and you provide your Buyers with to use in case of any problems involving payment processing has occurred; (ii) Our Customer Service in cooperation with our IT Team will investigate an issue/error and determine the respective cause; (iii) We contact you with the result of our investigation, resolve the problem in your behalf or in cooperation with you, or we mediate the issue between you and your Buyer if needed.

StrongBox conducts the above mentioned to help you to successfully resolve any issues and improve your business performance; however, you agree that if the issue is not resolved within 48hours or the time determined by StrongBox as reasonable for the particular case, whatever is shorter; after the problem has occurred, we will proceed with full refund to your customer charged from your Rolling Reserve account.

29. Our Set-off Rights

To the extent permitted by law, we may set off against the Balances for any obligation you owe us under this Agreement, including without limitation any Chargebacks. All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the Balance in your StrongBox Account. If you owe us an amount that exceeds your Balance, we may charge or debit a payment instrument registered in your StrongBox Account or any connected StrongBox Account (as well as set off against any Balance in any connected StrongBox Account). Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and any applicable interest.

30. Dormant StrongBox Accounts

If there is no activity in your StrongBox Account (including access or payment transactions) for at least two years, consecutively, and you have a Balance, we will notify you by sending an email to the email address associated with your StrongBox Account and give you the option of keeping your StrongBox Account open and maintaining the Balance, withdrawing the Balance, or requesting a check. If you do not



respond to our notice within thirty days, we will automatically close your StrongBox Account and esheat your funds in accordance with applicable law, and if permitted, to StrongBox.

31. StrongBox Processing Errors

We will attempt to rectify processing errors that we discover. If the error resulted in your receipt of less than the amount to which you were entitled, StrongBox will credit your StrongBox Account for the difference. If the error results in your receipt of more than the amount to which you were entitled, StrongBox will debit the extra funds from your StrongBox Account. StrongBox will only correct transactions that you process incorrectly if and when you notify us in writing of such an error. Your failure to notify us of a processing error within thirty days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

32. Your Privacy

Your privacy is very important to StrongBox. Upon acceptance of this Agreement, you confirm that you have read, understood and accepted StrongBox's Privacy Policy.

33. Privacy of Others

By using the Services, you may receive information about Buyers or other third parties. You must keep such information confidential and only use it in connection with the Services. You may not disclose or distribute any such information to a third party or use the information for marketing purposes unless you receive the express consent of the Buyer or other third party.

34. Disclosures and Notices

Upon acceptance of this Agreement, you confirm that you have read, understood, and accepted StrongBox's terms and condition, license agreement, privacy and other policies. You agree that StrongBox can provide disclosures and notices required by law and other information about your StrongBox Account to you electronically by posting it on our website, or by emailing it to the email address listed in your StrongBox Account. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within 24 hours of the time posted to our website, or within 24 hours of the time emailed to you unless we receive notice that the email was not delivered.

If you wish to withdraw your consent to receiving electronic communications, you should contact StrongBox Support. If we are not able to support your request, you may need to terminate your StrongBox Account.

35. Your Content

In connection with your StrongBox Account and usage of StrongBox, any business listing, and your use of the Services, you may be able to upload or provide photos, logos, products, loyalty programs, promotions, advertisements and other materials or information ("User Content"). You agree that you will not upload or provide any User Content unless you have created that content yourself or you have permission from the content owner to do so.

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative



works of, distribute, publicly perform, and publicly display your User Content throughout the world in any media in order to provide and promote the Services and StrongBox's business. You retain all rights in your User Content, subject to the rights granted to StrongBox in this Agreement. You may modify or remove your User Content via your StrongBox Account or by terminating your StrongBox Account.

You agree not to upload or provide User Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches any duty toward or rights of any person or entity, including rights of publicity, privacy or trademark; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with StrongBox's or its partners' products and services, as determined by StrongBox in its sole discretion; or (f) in StrongBox's sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose StrongBox, its affiliates, its customers, or Buyers to harm or liability of any nature.

Although StrongBox has no obligation to screen, edit, or monitor any User Content, StrongBox reserves the right, and has absolute discretion, to remove, screen, edit, or disable any User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

36. Copyright and Trademark Infringement

StrongBox respects the copyright and trademark rights of others and asks you to do the same. StrongBox has adopted a Copyright & Trademark Policy regarding claims that third party material infringes the copyrights or trademarks of others. StrongBox responds to all valid notices of such copyright and trademark infringement, and it is StrongBox's policy to suspend or terminate the access privileges of those who repeatedly infringe the copyrights and trademarks of others.

37. 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. StrongBox uses PCI-DSS compliant software, security tools, processes and techniques to minimize potential data breaches. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

38. Termination

If your StrongBox Account is terminated or suspended for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the license provided under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) that StrongBox shall not be liable to you or any third party for termination or suspension of access to the Services or for deletion of your information or account data.



39. Your Right to Terminate

You may terminate this Agreement and other StrongBox agreements by closing your StrongBox Account at any time. Upon closure of a StrongBox Account, any pending transactions will be cancelled. Any funds that we are holding in custody for you at the time of closure, less any applicable Fees, will be paid out to you according to your payout schedule, assuming all payout-related authentication requirements have been fulfilled (for example, you may not close your StrongBox Account as a means of evading your payout schedule). If an investigation is pending at the time you close your StrongBox Account, we may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds in dispute, we will release those funds to you.

If User exercises its right to terminate this Agreement, StrongBox is entitled to and User will promptly pay StrongBox a termination fee, if requested by StrongBox, equal to the Term (months) **minus** number of months since activation date of Agreement (the date of the first approved transaction) **multiplied** by the average of the prior three months invoiced and paid License Fees. If termination occurs prior to the third monthly invoiced and paid License Fee, the termination fee will be a product of the remaining Term (months) multiplied by the greater of the agreed upon monthly License Fee or the first months invoiced and paid License Fee with such Account being fully paid and current for all amounts owed up to the date of termination.

40. Suspension or Termination by Us

We may terminate this Agreement or suspend or close your StrongBox Account for any reason or no reason at any time upon notice to you. We may also suspend the Services and access to your StrongBox Account (including the funds in your StrongBox Account) if you (a) have violated the terms of this Agreement, any other agreement you have with StrongBox, or StrongBox's policies, (b) pose an unacceptable credit or fraud risk to us, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

41. Effect of Termination

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Services. 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.

Part Two: Additional Legal Terms

42. Your License

StrongBox grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Services solely to accept and receive payments and to manage the funds you so receive, in accordance with this Agreement. The Services include our website, any mobile applications, software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto, and hardware products provided to you by StrongBox. You will be entitled to download updates to the Services, subject to any additional terms made known to you at that time, when StrongBox makes these updates available.



While we want you to enjoy the Services, you may not, nor may you permit any third party to do any of the following: (i) access or monitor any material or information on any StrongBox system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with StrongBox referencing this Section 42(i) that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from StrongBox; (iii) permit any third party to use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) violate the restrictions in any robot exclusion headers on the Services or any StrongBox service or product, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Services except as expressly allowed under this section.

43. Ownership

The Services are licensed and not sold. StrongBox reserves all rights not expressly granted to you in this Agreement. The Services are protected by patent, copyright, trademark, trade secret and other intellectual property laws. StrongBox owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. This Agreement does not grant you any rights to StrongBox's trademarks or service marks.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

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

44. Indemnity

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach



of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies or the Network Rules; (b) your wrongful or improper use of the Services; (c) any transaction submitted by you through the Services (including without limitation the accuracy of any User Content or product, service, or transaction information that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (e) your violation of any law, rule or regulation of the United States or any other country; (f) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

45. Representation and Warranties

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your name or business name under which you sell goods and services; (d) any sales transaction submitted by you will represent a bona fide sale by you; (e) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a purchaser; (f) you will fulfill all of your obligations to each Buyer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (g) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business and employees, including any applicable tax, wage and hour, and tip laws and regulations; (h) except in the ordinary course of business, no transaction submitted by you through the Services will represent a sale to any principal, partner, proprietor, or owner of your entity; (i) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; (j) no transaction submitted by you through the Services will involve your Cards (except for reasonable test swipes); and (k) your use of the Services will be in compliance with this Agreement.

46. No Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STRONGBOX OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, STRONGBOX, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE SERVICE IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

STRONGBOX DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY



HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND STRONGBOX WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

47a. Limitations of Liability and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STRONGBOX, ITS PROCESSORS, ITS SUPPLIERS, OR ITS LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL STRONGBOX BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR STRONGBOX ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STRONGBOX, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE SERVICE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR DATA OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR DATA POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL STRONGBOX, ITS PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF STRONGBOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Services are controlled and operated from facilities in the United States. StrongBox makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable respective local laws and regulations, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies in StrongBox's or its Networks' countries or business operations.

47b. Third Party Products



All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. STRONGBOX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL STRONGBOX BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD PARTY PRODUCTS OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT GIVES RISE TO ANY CLAIM. StrongBox however is available to provide support as a measure of advise and/or consultation regarding the above mentioned products, with disclosure that it is done within reasonable and timely manners.

48. Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact the StrongBox Support with any dispute. If we cannot resolve your concerns, we agree to an informal and affordable dispute resolution process requiring individual arbitration.

49. Binding Individual Arbitration

You and StrongBox agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON A INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST STRONGBOX. If any provision of this agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the Florida Rules of Arbitration. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will place in Boca Raton, Florida. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties will equally share the costs of arbitration and each party shall bear the costs of its own attorneys' fees and costs, unless the arbitrator determines that your claim is frivolous, at which time you will be responsible for all costs, including our attorneys' fees. For purposes of this arbitration provision, references to you and StrongBox also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of StrongBox services. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in Palm Beach County, Florida.

50. Governing Law

This Agreement and any Dispute will be governed by the State of Florida law and/or applicable local (business operations registered in) law as applied to all agreements.



51. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

52. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Services with notice that we in our sole discretion deem to be reasonable in the circumstances, including such notice on our website at StrongBox.com or any other website maintained or owned by us for the purposes of providing services in terms of this Agreement. Any use of the Services after our publication of any such changes shall constitute your acceptance of this Agreement as modified. However, any Dispute that arose before the modification shall be governed by the Agreement (including the binding individual arbitration clause) that was in place when the Dispute arose.

53. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by StrongBox without restriction.

54. Third Party Services and Links to Other Web Sites

You may be offered services, products and promotions provided by third parties and not by StrongBox ("Third Party Services"). If you decide to use these Third Party Services you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that StrongBox is not responsible for the performance of these services. The Services may contain links to third party websites as a convenience to you. The inclusion of any website link does not imply an approval, endorsement, or recommendation by StrongBox. You agree that you access any such website at your own risk, and that the website is not governed by the terms and conditions contained in this Agreement. StrongBox expressly disclaims any liability for these websites. Please remember that when you use a link to go from the Services to a third party website, our Privacy Policy is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own rules and policies.

55. Other Provisions

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and StrongBox, and they describe the entire liability of StrongBox and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of the Services. In the event of a conflict between this Agreement and any other StrongBox 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 StrongBox may have under trade secret, copyright, patent, or other laws. StrongBox'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.

Neither User (including but not limited to employees, consultants, affiliates, family members, vendors, aliases) nor StrongBox shall make any oral or written statements about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business community or their respective industries.

56. Survival

In addition to any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, the following sections of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: 13, 15-20, 24, 25, 27-33, 35, 37, 38, 45-59.

57. Severability

If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable, or incapable of performance in any respect; the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any way be affected or impaired.

58. Definitions

“Affiliate” means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

“Buyer” means any person that presents a card to a User (User, you) in order to make a payment.

“Dispute” means any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and StrongBox including but not limited to any claims relating in any way to this Agreement (including its breach, termination, or interpretation), any other aspect of our relationship, StrongBox advertising, and any use of StrongBox software or services.

“Dispute” also includes any claims that arose before this Agreement and that may arise after termination of this Agreement.

“User” means any person that signs up for a StrongBox account to accept payments using the StrongBox service (User, you).

“StrongBox” means StrongBox, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees).

59. Confidential Information

Confidential Information means non-public business information, know-how, and trade secrets in any form, including information regarding our product, experience using our product (unless written consent is provided by StrongBox to you), terms of this Agreement, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party or its Affiliates to the other party or its Affiliates, directly or indirectly, in writing, orally, or by inspection of tangible objects, and whether such information is disclosed before or after the Effective Date of the Agreement.



Confidential Information includes this Agreement and its terms. "Confidential Information" excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (c) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

The party receiving Confidential Information hereunder agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Confidential Information to third parties without the disclosing party's prior written consent. The receiving party may disclose the disclosing party's Confidential Information to the receiving party's employees or agents who reasonably need to have access to such information to perform the receiving party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party (Permitted Third Party means an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations to you or your Affiliates and who is not our competitor is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement), you may disclose our Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Also, we may disclose this Agreement to actual and potential investors and funding sources and their representatives, in each case who agree to hold it in confidence. The receiving party may disclose the disclosing party's Confidential Information if required by law so long as the receiving party gives the disclosing party written notice of the requirement prior to the disclosure (where permitted) and reasonable assistance, at the disclosing party's expense, in limiting disclosure or obtaining an order protecting the information from public disclosure.

Part Three:

60. Grant of License.

(a) Terms of License. Subject to the terms and conditions of this Agreement, User hereby grants you an exclusive, term, royalty-free license to use solely for internal use in the operation of User's business. User may not allow third party vendors and customer access to restricted areas of StrongBox. User may not sublicense its rights under this Agreement to its affiliates, successors, predecessors, or any other individual or company without the express written consent of StrongBox.

(b) Restrictions on License. The foregoing license shall be subject to the following restrictions:

- i. User shall not rent or lease StrongBox without our express prior written consent.
- ii. User may not brand StrongBox with any other marks other than StrongBox and shall not brand StrongBox with a third party's marks without our express prior written consent.
- iii. User shall not distribute StrongBox to any third party, other than its affiliates, without our express prior written consent.



(c) License Fees. For use of StrongBox Revenue Cycle Management (RCM), User agrees to pay StrongBox the following License Fees:

- i. 1-2 Users: \$2,500/year, excluding any and all merchant processing fees.
- ii. 3-5 Users: \$5000/year, excluding any and all merchant processing fees.
- iii. 6-10 Users: \$10,000/year, excluding any and all merchant processing fees.
- iv. 11+ Users: To be determined.

For use of StrongBox Finance, User agrees to pay StrongBox the following License Fees:

- i. 1-2 Users: \$1,000/year, excluding any and all partner fees or 3% of funded loan volume.
- ii. 3-5 Users: \$1500/year, excluding any and all partner fees or 3% of funded loan volume.
- iii. 6-10 Users: \$2000/year, excluding any and all partner fees or 3% of funded loan volume.
- iv. 11+ Users: To be determined.

For use of StrongBox RCM and StrongBox Finance, User Agrees to pay StrongBox the following License Fees:

- i. 1-2 Users: \$3,000/year, plus 3% of funded loan volume, excluding any and all partner fees and any and all merchant processing fees.
- ii. 3-5 Users: \$6000/year, plus 3% of funded loan volume, excluding any and all partner fees and any and all merchant processing fees.
- iii. 6-10 Users: \$12000/year, plus 3% of funded loan volume, excluding any and all partner fees and any and all merchant processing fees.
- iv. 11+ Users: To be determined.

Deliverables. Except for StrongBox's obligations for software support as set forth in this Agreement, our sole obligation to provide product or services hereunder shall consist of StrongBox's delivery to User a single copy of StrongBox, and all upgrades thereto, both in source code and object code form, provided a replacement copy for lost or damaged copies of StrongBox shall be provided by us to User upon your written request at no charge. User may not make any copies of StrongBox.

Term. The initial term of this Agreement shall be for three (3) years and automatically renew for one (1) year term, unless either party provides notice to the other of its intent to terminate this Agreement not less than thirty (30) days before the end of the then current term. If no notice of intent to terminate is provided by either party before the end of the then current term, the Agreement shall renew for another one (1) year term.

59. Additional Services



These terms constitute part of this Agreement and govern your use of Additional Services (“Additional Services”), a StrongBox subscription Service. By signing up for Additional Services, you accept all of these terms. You agree to pay us the subscription fee (“Subscription Fee”) for any Additional Services (“StrongBox Integrated Solutions” or “Integrated Solutions”) you may sign up for in addition to StrongBox’s transaction processing fees per our Fee Schedule. You authorize us to collect the Subscription Fee as and when due by debit from your linked debit card or bank account, charge to your linked credit card, or deduction from your transaction proceeds and the Balance in your StrongBox Account pursuant to this Agreement. After you have applied for Additional Services if you would like to cancel your subscription, you may do so at any time by going to your StrongBox Account settings through our web site or by informing us in writing towards our Account Management Team or your StrongBox representative. If you cancel your subscription, you will continue to have access to Additional Services through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid.

You may not use Integrated Solutions in any other manner that is not authorized or intended or that would violate any provision of this Agreement. We may immediately terminate or suspend your subscription or access to Integrated Solution at any time for any reason or no reason. The cancellation, termination or suspension of your subscription or access to StrongBox Integrated Solutions shall not affect your liability or obligations under this Agreement.

As stated in this Agreement, we have the right to change, delete, discontinue or impose conditions on Integrated Solutions or any feature or aspect of StrongBox Integrated Solutions. We also reserve the right to change our Subscription Fee or structure upon thirty (30) days’ advance notice. Your continued use of Integrated Solutions after notice of any such changes will constitute your agreement to such changes.

61. Signatory Page

You hereby agree to all above stated points and you are bound to this Agreement by your hand-written personal signature, business stamp, electronic signature and/or by clicking “Logon” and/or entering or using the StrongBox software platform, providing it all holds the same legal value.