

CHARGERBACK SUBSCRIPTION SERVICES AGREEMENT

(11/16/2023)

This Chargerback Subscription Services Agreement (the "Agreement") by and between ("Subscriber" or "You", or "Your") and Chargerback, Inc., a Nevada corporation ("Chargerback" or "Our" or "Us" or "We") shall govern Your access and use of: (i) Chargerback's web-based lost and found software; (ii) the Chargerback websites or applications; (iii) any written or electronic use or features guides or other documentation provided or made available by Chargerback (the "User Guides"); (iv) the Hosted Services; (v) Support; and (vi) Professional Services (collectively the "Service(s)").

THIS AGREEMENT GOVERNS SUBSCRIBER'S ACQUISITION AND USE OF CHARGERBACK SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF SUBSCRIBER REGISTERS FOR A FREE TRIAL OF CHARGERBACK SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY EXECUTING THIS AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU (OR YOUR AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE THAT THIS IS A BINDING AGREEMENT AND HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND ACCEPT CHARGERBACK'S OFFER TO USE THE CHARGERBACK SERVICES PURSUANT TO THE TERMS HEREIN. IF YOU ARE A CHARGERBACK PARTNER, CONSULTANT TO, EMPLOYEE OF, OR OTHER REPRESENTATIVE ENTERING INTO THIS AGREEMENT ON BEHALF OF THE SUBSCRIBER, YOU HEREBY REPRESENT AND WARRANT TO CHARGERBACK THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE SUBSCRIBER AND BIND SUBSCRIBER TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT; AND (B) YOU ARE OVER THE AGE OF 18 YEARS OLD, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH SUBSCRIBER ENTITY AND ITS AFFILIATES. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE SUBSCRIBER, DO NOT ACCEPT THE QUOTE, ISSUE AN ORDER, ACCESS, OPERATE, DOWNLOAD, INSTALL, REGISTER, PROVISION, OR OTHERWISE USE THE CHARGERBACK SERVICES.

The terms of this agreement form a contract between Subscriber and Chargerback, that governs Subscriber access and use of: (i) the Hosted Services (as defined below) and the Third Party Services (as defined below) (ii) the Chargerback web sites or applications; (iii) any written or electronic use or features guides or other Documentation provided or made available by Chargerback (the "User Guides"); and Professional Services (collectively the "Service(s)").

Unless otherwise stated in this Agreement or the Chargerback Privacy Policy, Chargerback makes no representations that the Chargerback Services are appropriate for use in other locations outside of the United States. If You use the Chargerback Services in or from locations outside the United States, You are responsible for compliance with all applicable laws and regulations as it relates to Your Data. Your Data will be stored in data centers located within the United States.

1. DEFINITIONS

"Activation Date" means the date on which Chargerback delivers to Subscriber a login name and temporary password to access and use the Hosted Services and the Third-Party Services.

"Addendum" means any addendum or other agreement in writing, in any case, agreed to by Subscriber and Chargerback pertaining to Services. For the avoidance of doubt, the term "in writing" means, with respect to this definition only, a fee estimate for additional Services sent by e-mail by Chargerback to Subscriber and confirmed by an employee of Subscriber.

"Affiliate" of a Party shall mean any corporation, partnership, limited liability company or other entity (i) that owns, directly or indirectly through one or more other entities, 50% or more of the voting securities of such party, or (ii) in which such party or any entity described in (i), above, owns, directly or indirectly through one or more other entities, 50% or more of the voting securities.

"Applicable Law" means all applicable laws, regulations, ordinances, rules, codes, and orders of governmental authorities having jurisdiction over Chargerback and Subscriber, including tax laws and regulations.

"Change of Control" means, as to a subject party, a transaction or a series of related transactions in which: (a) one or more related Third Parties who did not previously Control the subject party obtain Control of the subject party, or (b) the subject party merges with or transfer substantially all of its assets or business to a Third Party where the shareholders of the subject party, immediately before the transaction or series of related transactions, own less than a fifty percent (50%) interest in the acquiring entity or the surviving entity immediately after the transaction or series of related transactions.

"Confidential Information" shall have the meaning as set forth in Section 7.1.

"Content" means all text, content, and documents on the Chargerback web site, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing on the Chargerback web site, and the organization, compilation, look and feel, illustrations, artwork, software and other works on the Chargerback web site, excluding Your Data.

"Control" of an entity means (a) beneficial ownership (whether directly or indirectly through entities or other means) of more than fifty percent (50%) of the outstanding voting securities of that entity, or (b) in the case of an entity that has no outstanding voting securities, having the power (whether directly or indirectly through entities or other means) presenting to designate more

than fifty percent (50%) of the directors of a corporation, or in the case of unincorporated entities, of individuals exercising similar functions.

"Documentation" means Our online User Guides, documentation, and help and training materials, as updated from time to time, accessible via a Chargerback web site, application, or Hosted Service.

"**Hosted Services**" means the computer software programs and systems owned, licensed, or operated by Chargerback that Subscriber has subscribed to or uses provided, however, that the term "Hosted Services" does not include any Third-Party Service.

"**Intellectual Property Rights**" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses.

"**Professional Services**" means, collectively, those consulting services provided by Chargerback which may consist of product-related services such as deployment, configuration, customization and installation, training, content generation, or incident response or other remedial services.

"**Subscriber**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity.

"**Subscription Term**" means the period of time to which Chargerback has committed to provide, and Subscriber has committed to use, the Chargerback Services.

"**Third Party**" means with respect to, (a) Chargerback or any of its Affiliates, an entity that is not Chargerback or an Affiliate of Chargerback; and (b) with respect to Subscriber or any of its Affiliates, any entity that is not Subscriber or an Affiliate of Subscriber.

"Third Party Services" means any software, service, offering, product, or functionality that Subscriber uses (whether or not specifically subscribed to), but which is provided by a Third Party.

"**Usage Data**" means any and all aggregated and anonymized information reflecting the access or use of the Chargerback Services by or on behalf of Subscriber, including, but not limited to, visit-, session-, or stream-data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

"Subscriber Data" or "**Your Data**" means all information entered by Subscriber into the Chargerback systems.

2. OUR RESPONSIBILITIES

2.1. **Provision of Services.** We will (a) make the Services available to You, the Subscriber, pursuant to this Agreement; (b) provide Our support for the Services to You at no additional charge; and (c) use commercially reasonable efforts to make any online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime; (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, Internet service provider failure, a denial of service attack, or any of the delays or hindrances identified in Section 13.8 (Force Majeure); and (iii) technical issues that cannot be identified as being primarily caused by Chargerback Services.

2.2. **Protection of Your Data.** Chargerback agrees to use industry-standard data security protocols, and other methods reasonably deemed to be adequate for secure business data maintain the administrative, physical, and technical security, confidentiality and integrity of Your Data. Those safeguards will include measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You or Your users authorize through explicit written authorization, acceptance of terms, or configuration of application parameters or service settings. Notwithstanding the previous sentence, You agree that during the course of providing the Services, We may collect and use technical and related information, including but not limited to technical information about Your computer system and application software, to facilitate the provision of the Services, updates, and support to You, and to verify compliance with the terms of this Agreement. Additionally, We may use any of this information, and in the event of system or Services error, may share it with other persons, as long as it is in a form that does not personally identify You. Where Your use of the Services includes the processing of personal data (as described in the EU Data Protection Directive 95/46/EC) within the European Economic Area (EEA), except in respect of any usage during an Evaluation Period, the terms of the data processing addendum at <http://www.chargerback.com/legal/data-processing-addendum.pdf> ("DPA") shall apply to such processing and are hereby incorporated by reference. For the purposes of the Standard Contractual Clauses in Schedule 3 to the DPA, You are the data exporter, and Your acceptance of this Agreement shall be treated as Your signature of the Standard Contractual Clauses and appendices, as same may be amended from time to time. In the event that the standard data protection contractual clauses are subsequently amended, replaced or repealed by either the European Commission or by a supervisory authority, the Parties agree

to: (i) amend the standard data protection contractual clauses as necessary to reflect the revised standard data protection contractual clauses that have been approved by the European Commission or by a supervisory authority; (ii) replace the standard data protection contractual clauses with the revised standard data protection contractual clauses that have been approved by the European Commission or by a supervisory authority; or (iii) in the event that the standard data protection contractual clauses are repealed in their entirety and are not replaced, the parties agree to adopt appropriate safeguards regarding the transfer of personal data to third countries or international organizations that are consistent and comply with the requirements set out in Chapter V (Transfers of personal data to third countries or international organizations) of Regulation (EU) 2016/679 of the European Parliament and of the Council (the "General Data Protection Regulation" or "GDPR").

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein. If applicable (pursuant to Section 7.11), Chargerback's personnel may enter Subscriber's Property only during hours designated by Subscriber. While on Subscriber's Property, Chargerback shall ensure that its employees, agents and subcontractors (i) do not obstruct or interfere with the freedom or pleasure of guests or employees of Subscriber; (ii) comply with all applicable laws while present on Subscriber's Property, including applicable workplace safety and health standards and regulations; (iii) comply with any reasonable verbal and/or other instructions communicated to Chargerback while onsite; and (iv) Chargerback employees shall be at least twenty-one (21) years of age if working in areas of Subscriber's Property where underage individuals are prohibited by law (e.g., casino, bars, etc.). Subscriber may exclude any employee, agent or subcontractor of Chargerback from the Property of Subscriber for any reason at any time, in its reasonable discretion.

3. USE OF SERVICES

3.1. Evaluation Period. This paragraph only applies if Subscriber receives access to the Chargerback services for evaluation purposes. Subject to the terms and conditions of this Agreement, Chargerback (i) grants to Subscriber the right to access, use, and evaluate the Chargerback Service ("Evaluation Offering"). Subscriber may use the Evaluation offerings solely for its internal evaluation purposes. Subscriber and Chargerback may, upon mutual written agreement (including via email), extend the evaluation period. Continued use of the Chargerback Service after the evaluation period or extended evaluation period may require payment of applicable fees. The ability to access or export Your Data from the Chargerback Service will automatically cease to function at the end of the evaluation period.

3.2. Your Responsibilities. You, the Subscriber, will (a) be responsible for user's compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, (d) use Services only in accordance with the Documentation and applicable laws and government regulations, (e) comply with terms of service of non-Chargerback applications with which You use Services, and (f) obtain and maintain any equipment or ancillary services necessary to access or use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service, ensuring that such equipment or ancillary services are compatible with the Services.

3.3. Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service for the benefit of, anyone other than You or Your users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or the Documentation, (j) frame or mirror any part of any Service or Content without prior written authorization from Chargerback, (k) access any Service or Content in order to build a competitive product or service, (l) decompile, reverse engineer, disassemble, modify, or create derivative works of any Service, (m) post any Data, commentary, or other information in relation to a Service unless such information is truthful, and factual, and (n) enter, upload, post, or transmit to the Chargerback Hosted Services: (i) commercial content or other materials or other marketing solicitations unless expressly approved by Chargerback in advance, (ii) materials, pictures or other content that infringes or potentially violates any copyright, trademark, patent right or other proprietary right of any third party, or (iii) unlawful, defamatory, abusive, threatening, libelous, obscene, pornographic, or other materials, pictures or content that would violate rights of publicity and/or privacy or that would violate any law.

3.4. Removal of Content and Non-Chargerback Applications. If We are required by a Third Party to remove Content, or receive information that Content provided to You may violate applicable law or Third Party rights, We may so notify You and in such event, You will promptly remove such Content from Your systems. If You do not take required action in accordance with the above, We may disable the applicable Content and/or Service until the potential violation is resolved.

3.5. Removal of Your Data. If We are required by a Third Party to remove Your Data, or receive information that Your Data may violate applicable law or Third Party rights, We may so notify You and in such event, You will promptly remove such Data from Your systems. If You do not take required action in accordance with the above, We may disable the applicable Subscriber Data and/or Service until the potential violation is resolved.

4. PAYMENT

4.1. Currency. All payments of compensation and expenses made hereunder shall be in United States Dollars.

4.2. Subscriber Commissions.

Chargerback offers an incentive-based shipping program. When the shipping volume using one of Chargerback's integrated shipping methods reaches 5 net shipments (total shipments less refunded and complimentary shipments) during a calendar month, Subscriber shall be compensated via a commission/rebate for each item shipped by the Subscriber using the Services, for which payment from a patron (i.e. a Third Party) is received by Chargerback. The calculation of net shipments will reset to zero on the first day of each calendar month, and there is no penalty for failing to meet the 5-shipment minimum

Subscriber can define this commission rate for all USPS shipping types on a semiannual basis, in writing or email to the company and this compensation will be paid by Chargerback to the Subscriber as long as payment of the shipping charge, including the commission/rebate, from a patron is received via Chargerback. Note that these commission rates are hard coded in the Services and will be implemented for the Subscriber within five (5) business days of receipt of a written or emailed change request by Chargerback. Currently the commission due to Subscriber is \$2.00 per transaction. Should the Subscriber request any amount in addition to the standard commission, the Subscriber agrees the additional amount will result in a price increase to the patron by the requested increase, plus 40% of the requested increase. The additional 40% is additional compensation for Chargerback/Vendor for providing the Services. Example: the Subscriber would like to receive \$4.00 per item shipped instead of \$2.00, the patron will pay an additional \$2.80 to have an item shipped.

4.3. Payment Timings. Payments to the Subscriber for standard USPS shipping transactions will be made and mailed by Chargerback on the 1st business day of each calendar month, and will represent all payments due (100% of commission/rebate for each item based on shipping type) for the prior calendar month. Payment to the Subscriber will be via check and will include a detailed breakdown of exactly which transactions make up the payment.

4.4. Shipping Expense Payments. Chargerback will reimburse Subscriber for shipment expenses incurred and inputted into the Services by Subscriber using Third Party shipping component of Services and payment for shipment expenses is received by Chargerback from Subscriber's patron. Payment will be made by Chargerback on the 1st business day of each calendar month, and will represent all such payments due for the prior calendar month (100% compensation for the Subscriber defined shipping costs entered on the Software). Payment to the Subscriber will be via check and will include a detailed breakdown of exactly which transactions make up the payment, by third party carrier.

4.5 Shipping Rates. Chargerback has established standard base billing charges for a number of USPS shipment types. The total charged to the patron will then be the sum of the standard base billing charge that does not include the rebate/commission that the Subscriber may designate, plus the Subscriber can designate the amount of rebate/commission that is added to the base billing Charge. Chargerback has communicated these rates to the Subscriber such that the total billed amount is transparent to both parties. Should Chargerback look to change these rates at any time or increase/ decrease the number of standard USPS or FedEx shipment types offered in the shipping component of the Software, the Subscriber will be informed within five (5) business days of the change being made. If there is a dispute on the change, the Parties agree to negotiate in good faith to resolve the dispute. In the event that the parties cannot come to a resolution within thirty (30) days, the Parties agree to enter into private mediation, provided there is a request for mediation by either Party, before a mutually agreeable mediator to resolve such dispute.

4.6 Processing Charge Mechanism. Chargerback has established a mechanism to include its processing charges for any shipment made using the Third Party shipping component of the Services. This is comprised of two costs: 1.) a set fee per item shipped plus 2.) a credit card processing fee that is a fixed percentage rate of all costs associated with the shipment. The total charged to the patron will be the sum of the Subscriber defined shipping costs, plus the Subscriber defined commission/rebate, plus Chargerback fixed fee amount, plus the fixed percentage rate as defined above. Chargerback has communicated these rates to the Subscriber such that the total billed amount is transparent to both parties. Should Chargerback look to change the set fee or fixed percentage rate at any time, the Subscriber will be informed within five (5) business days of the change being made. If there is a dispute on the change, the Parties agree to negotiate in good faith to resolve the dispute. In the event that the Parties cannot come to a resolution within thirty (30) days, the Parties agree to enter into private mediation, provided there is a request for mediation by either Party, before a mutually agreeable mediator to resolve such dispute.

The Chargerback Service has a feature to allow the Subscriber to ship items via FedEx, directly from the Service, without using the Third Party feature and without going to FedEx.com. It is agreed that the provisions of Sections 4.5 and 4.6 of this agreement also apply to the FedEx feature of the Service.

4.7. Outside Shipping. In special situations where the shipping component of the Software is not used and shipment is completely managed by the Subscriber outside of the Software, there will be no transfer of funds between Chargerback and the Subscriber or the patron and Chargerback.

4.8. Insurance. In situations where a patron requires an insurance claim to be prepared with a shipping company when the shipping has been made using Chargerback's shipping component (e.g. for breakage or loss), the patron will contact the Subscriber with the request. In turn, the Subscriber will contact Chargerback to raise the claim on its behalf. Subscriber agrees to cooperate with Chargerback to acquire adequate documentation from the patron to include with the insurance claim. Whenever a claim is made by Chargerback, the reference number will be provided to the Subscriber for tracking purposes. All correspondence with the patron will be via the Subscriber. When Chargerback receives compensation from the shipping company or the insurer this will be passed to the Subscriber within five (5) business days of receipt. Payment will be made via check and will include a detailed breakdown of exactly what makes up the payment. Subscriber agrees that if a claim is denied by the shipper, for example, USPS, FedEx, DHL or UPS, Chargerback has no liability to the Patron and will not reimburse the patron or the Subscriber for the unpaid claim.

4.9. Inadequacy of Payment. Subscriber shall notify Chargerback, within fifteen (15) days of receipt of payment, of any inadequacy of the payment or of the supporting documentation. If there is a dispute on the amount of or calculation of any payments that is not resolved, the Parties agree to negotiate in good faith to resolve the dispute. In the event that the parties

cannot come to a resolution within thirty (30) days, the Parties agree to enter into private mediation, provided there is a request for mediation by either Party, before a mutually agreeable mediator to resolve such dispute.

4.10. Incorrect Shipping Information. You acknowledge that Subscriber is solely responsible for the entry and submission of accurate shipping information to the Chargerback system. In the event You or any of any of Your users enters or submits incorrect shipping information related to the shipment of items to your patrons, customers, guests, or passengers, including, but not limited to, measurement or weight information used in the calculation of shipping related fees, Subscriber will be solely responsible for any and all additional charges related to such incorrect shipping information entry and submission. Any such charges incurred by Chargerback will be assessed against Your account.

5. THIRD PARTY SERVICES

5.1. All transactions using Services are between the transacting parties only. The Services may contain features and functionalities linking You or providing You with certain functionality and access to Third Party content, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; You acknowledge that We are not responsible for such content or services. We may also provide some Content to You as part of the Services. However, Chargerback is not an agent of any transacting party, nor or We a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between You and the applicable Third Party. Similarly, We are not responsible for any Third Party content You access with the Services, and You irrevocably waive any claim against Us with respect to such sites and Third Party content. Chargerback shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between You and any such Third party. You should make whatever investigation You feel necessary or appropriate before proceeding with any online or offline transaction with any of these Third Parties. You are solely responsible for Your dealings with any Third party related to the Services, including the delivery of and payment for goods and services. Should You have any problems resulting from Your use of any Third Party services, or should You suffer data loss or other losses as a result of problems with any of Your other service providers or any Third Party services, We will not be responsible unless the problem was the direct result of Our breaches.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. **All Right Reserved.** Except as expressly provided otherwise in this Agreement, title, ownership and all rights and interest including, without limitation, patents, copyrights, trademarks, trade secrets and other intellectual property rights, in and to the Services and any authorized copies made by You remain with Us and Our licensors. All Content is owned by Chargerback and its affiliates or are used with permission or under license from a third party (hereinafter collectively referred to as the "Owner") and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between Chargerback and You, all right, title and interest in and to the Content will at all times remain with Chargerback and/or its Owners. The word "Chargerback," the Chargerback logo, and other marks, logos and titles are registered and/or are common law trade names, trademarks or service marks of Chargerback. With respect to any logos or marks of any persons, entities and/or companies commented upon or submitted by users of Chargerback, such use is at the sole responsibility of such users and is stored upon Chargerback's servers and/or system solely at the direction of such user, and subject to the protections afforded to Chargerback as an online service provider under Section 512(c) and/or 512(d) of the Digital Millennium Copyright act of 1998. Please see the Chargerback Terms of Service for more details on Chargerback's policies and procedures regarding any issues related thereto. The structure, organization, and code of the Services are valuable trade secrets of Chargerback and its licensors and You shall keep such trade secrets confidential. The software used to deliver the Service is neither licensed nor sold. The Chargerback Services are protected by one or more patents, including U.S. Patent No. 9,367,527.

6.2. **Right to Access and Use the Services.** Subject to the terms and conditions of this Agreement, You are granted a non-exclusive, non-transferable, limited right to access and use, or to have Your guests/patrons and/or Your Affiliates access and use, the Services as set forth in this Agreement or an Addendum. Subscriber shall cause each of its Affiliates that use the Services to agree to be bound by the terms and conditions of this Agreement. Subscriber shall be responsible for compliance by each of such Affiliates with, and performance by each of such Affiliates of, such terms and conditions. Subscriber and its Affiliates shall be entitled to access and use the Hosted Services and the Third-Party Services solely for Subscriber's own internal business operations.

6.3. **License by You to Host Your Data.** Subject to Section 7.8 below, You understand, acknowledge and expressly agree that by submitting or posting any data, note, or other information (other than information directly related to an item lost by a patron of a Subscriber's establishment to the Services), You grant to Chargerback an irrevocable, perpetual, worldwide, royalty-free, transferable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, aggregate, distribute, communicate to the public, perform, and display the content and any copyright rights, trademark rights, and other intellectual property rights contained therein (collectively, the "Rights") (in whole or in part) and/or to incorporate such commentary, review, note or other information in other works in any form, media, or technology now known or later developed, for the full term of any Rights that may exist in such content.

6.4. **License by You to Use Feedback.** You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Your users relating to the operation of the Services.

6.5. **Monitoring.** Although Chargerback reserves the right to review, monitor, remove, or edit any of the information submitted, posted to, or contained within the Services, at its sole discretion, You acknowledge Chargerback is under no obligation to do so, and shall have no liability for any information made available via the Services. You acknowledge that any opinions, statements, recommendations, offers, advice, or other information presented or disseminated via the Services are those of their respective authors who are solely responsible and liable for such content. Likewise, You are solely responsible for the content of Your postings, including, but not limited to, names, addresses, lost inventory items, or entries posted to the Service. Chargerback reserves the right, in its sole discretion, to refuse to post or to remove any material submitted or posted on or to the Service.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement, which is written, graphic, machine readable or other tangible form and any information, technical data or know-how, including without limitation that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, patrons, markets or finances of the Disclosing Party which is marked "Confidential" or in some other manner to indicate its confidential nature or due to its character and nature, a reasonable person under like circumstances would understand it to be confidential. Confidential Information may also include oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, and information disclosed as a result of access to such Party's premises or property pursuant to this Agreement, to the extent that such information is designated as confidential at the time of disclosure or access is reduced to a written summary by the Disclosing Party, within thirty (30) days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the Receiving Party or where due to its character and nature, a reasonable person under like circumstances would understand such information to be confidential.

7.2. Protection of Confidential Information. The Receiving Party shall maintain a confidential status for such Confidential Information, treat such Confidential Information in the same manner as Receiving Party treats its own Confidential Information (but, in any case, with at least reasonable care), not to use such Confidential Information for any purpose other than the purpose for which it was originally disclosed, and not to disclose any of such Confidential Information to any third party, except to such vendors, consultants, contractors, agents and employees who have a need to know for purposes of performance of this Agreement and have been notified that such information is Confidential Information of Disclosing Party to be used solely in connection with this Agreement, provided that such vendors, consultants, contractors, agents and employees first have entered into binding confidentiality agreements no less protective of Disclosing Party's Confidential Information than this Agreement, or unless such information, as established through documentary evidence: a) is or has become available to the public from sources other than the other Party at the time it was disclosed to Receiving Party; b) is disclosed to Receiving Party by a third party who is not under any legal obligation prohibiting such disclosure; c) is required to be disclosed by law (subject to 7.3, below); or d) was independently developed by Receiving Party without reference to Disclosing Party's Confidential Information.

7.3. Compelled Disclosure. If Receiving Party is required to produce the Confidential Information by law, governmental proceeding or court order, Receiving Party may disclose such Confidential Information without liability hereunder; provided, however, before producing any Confidential Information, Receiving Party shall notify Disclosing Party promptly of any such proceeding or court order in order to provide Disclosing Party with a reasonable amount of time so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive Receiving Party's compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Disclosing Party grants a waiver hereunder, Receiving Party may furnish that portion of the Confidential Information which it is legally required by applicable law to disclose and will reasonably cooperate with Disclosing Party's efforts, at Disclosing Party's expense, to obtain confidential treatment of the Confidential Information so furnished.

7.4. Return of Confidential Information. Upon termination of this Agreement and at any time upon the Disclosing Party's option or request, Receiving Party shall immediately return all Confidential Information provided by Disclosing Party from which the Confidential Information is revealed or could be ascertained. Upon returning Confidential Information, an officer shall, upon request, certify that You have complied with the provisions of this section, provided, however, Receiving Party may retain one copy of the Confidential Information solely for archival purposes.

7.5. Period. For Subscribers, the period for disclosing Confidential Information under this Agreement shall begin on the Activation Date and shall expire upon expiration of the Subscription Term, unless terminated earlier pursuant to Section 11.2 of this Agreement. The nondisclosure obligations and restrictions on use of the Confidential Information under this Agreement shall continue for a period of five (5) years from the date of website access, expiration or termination of this Agreement, whichever is applicable.

7.6. Injunctive Relief. Both Parties acknowledge that Disclosing Party's Confidential Information is an important asset of the Disclosing Party and/or its Affiliates and that Disclosing Party and/or its Affiliates may suffer irreparable harm as a result of a breach of this Section 7.6. Therefore, both Parties agree that the Disclosing Party and/or its Affiliates shall be entitled to pursue equitable relief, including temporary and permanent injunctive relief without the obligation of posting a bond (cash or otherwise), in the event of actual or threatened unauthorized disclosure or use of Confidential Information in breach of this Section 7.6.

7.7. Ownership. You acknowledge that the Chargerback (or any third party entrusting its own confidential information to Chargerback) claims ownership of the Confidential Information disclosed by Chargerback and all Intellectual Property Rights therein, or arising from, such Confidential Information. Except as expressly set forth in this Agreement, no option, license, or conveyance of such rights to the You is granted or implied under this Agreement and if any such rights are to be granted to You, such grant shall be expressly set forth in a separate written instrument.

7.8. Ownership of Subscriber Data. As between the parties, Subscriber is the owner of all Subscriber Data; provided, however, that nothing herein shall prevent Chargerback from using or disclosing such Subscriber Data as may be required by law, or as otherwise permitted in this Agreement.

7.9. Ownership of Historical Data. The Parties acknowledge that at all times, Chargerback will remain the owner of all de-identified, raw transactional data and any other de-identified data collected, generated or otherwise derived by Chargerback in the course of providing Services, including Usage Data ("Historical Data"). To the extent it is commercially reasonable to do so, all retained Historical Data will be de-identified in a manner reasonably likely to prevent re-identification.

7.10. Suggestions. The obligations of set forth in this Section 7 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by You in connection with any present or future Chargerback product or service, and, accordingly, neither Chargerback nor any of its affiliates or business partners shall have any obligation or liability to Subscriber with respect to any use or disclosure of such information. In addition, with Subscriber's consent (which is hereby given), Chargerback may use internet/web site analytics software tools and programs that collect, transmit, store, disclose and analyze certain information about the actual use of the Services by Subscribers (such as, but not limited to, pages viewed, links clicked, help functions used and other workflow information); such information shall not be considered Confidential Information hereunder and may be used by Chargerback for the purpose of license administration, error resolution and product analysis and improvement.

7.11 Professional Services. Upon request of Subscriber, Chargerback, in its sole discretion, may agree to deliver up to eight (8) hours of Professional Services as defined herein for Subscriber-specific software customization, data importing, or integration with legacy applications ("Included Professional Services"). Unless otherwise agreed to in writing, Included Professional Services will be performed by employees and contractors of Chargerback. Professional Services in excess of the Included Professional Services will be billed at the then-current Chargerback Professional Services rate, which as of the Effective Date of this agreement, is \$250 per hour. Unless otherwise stated in an applicable statement of work, in accordance with Section 6 of this Agreement, title, ownership, and all rights and interest including, without limitation, patents, copyrights, trademarks, trade secrets and other intellectual property rights, in and to the work product resulting from the Included Professional Services and any additional Professional Services remain with Us. Chargerback will notify the Subscriber in advance, of any associated Professional Services fees and will proceed with such Professional Services only upon receipt of authorization in advance from Subscriber. Any Professional Services fees will be invoiced at completion of the work and are due and payable upon receipt. Failure to remit payment within (30) days of the date of invoice will constitute a material breach which may result in termination and cancellation in accordance with Section 11.2(a) of this Agreement.

7.12 Training. Upon request of Subscriber, Chargerback, in its sole discretion, may agree to deliver up to 3 (three) remote onboarding training sessions of 1.5 hours each during Chargerback's regular business hours over a two-week period, hosting up to twelve (12) students per session. Any additional training requested will be billed at \$150.00 per 1.5-hour session. Customization of the Chargerback training or training materials, or development of new training or materials, will be billed at \$250.00 per hour. Unless otherwise stated in an applicable statement of work, in accordance with Section 6 of this Agreement, title, ownership, and all rights and interest including, without limitation, patents, copyrights, trademarks, trade secrets and other intellectual property rights, in and to the work product resulting from the customization of Chargerback training or training materials will remain with Us. Chargerback will notify Subscriber in advance, of any associated customization or training fees and will proceed with such work only upon receipt of authorization in advance from Subscriber. Any training or customization fees will be invoiced at completion of the work and are due and payable upon receipt. Failure to remit payment within (30) days of the date of invoice will constitute a material breach which may result in termination and cancellation in accordance with Section 11.2(a) of this Agreement. On site training is available and can be arranged via a separate addendum to this agreement.

7.13 Publicity. Subscriber agrees that during the term of this Agreement, Chargerback may include Subscriber's name and its logo, in Chargerback's list of clients and for no other purpose, provided that Subscriber citation is no more prominent than the citation of Chargerback's other clients in the client list. Subscriber will provide individual references regarding the subject matter of this Agreement to potential customers of Chargerback at the reasonable request of Chargerback. Any authorized use shall automatically terminate upon termination of this Agreement.

7.14 This Agreement. Each Party agrees that each Party may disclose the existence and general nature of this Agreement, but that each Party may not disclose the terms and conditions of this Agreement to any Third Party without the prior written consent of the other Party; provided, however, that each Party may disclose the existence, general summary, and/or terms and conditions of this Agreement:

- (a) as otherwise required by a court or law;
- (b) as otherwise may be required by applicable securities and other law and regulations, including to legal and financial advisors in their capacity of advising a Party in such matters;
- (c) in confidence, to legal counsel of the parties, accountants, and other professional advisors;
- (d) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement (except to the other Party's competitors);
- (e) during the course of litigation so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties as so long as (1) the restrictions are embodied in a court-entered protective order limiting disclosure to outside counsel; and (2) the Disclosing Party informs the other Party in writing at least ten (10) business days in advance of the disclosure and shall discuss the nature and contents of the disclosure, in good faith, with the other Party;
- (f) in confidence, to actual and potential acquirers, in connection with an actual or prospective merger or acquisition or similar transaction; or
- (g) in confidence, upon prior written consent of the other Party, to actual and potential user.

7.15 Personal Information. Chargerback acknowledges that it may have access to data that is personal information, including identifying information of employees, guests, and clients of Subscriber ("Personal Information" for purposes of this section). Such Personal Information requires a higher standard of care and Chargerback agrees to use its commercially reasonable efforts to protect such Personal Information, and to only use any Personal Information it receives from Subscriber to fulfill its obligations

under this Agreement. Chargerback agrees it will not share, rent, sell, or in any way transfer any Personal Information whatsoever to any Third Party for any reason, without the specific written authorization of Subscriber. Chargerback shall comply with all laws, rules and regulations and industry standards related to privacy, anti-spam and data protection that are applicable to the services hereunder. On termination of this Agreement, Chargerback shall discontinue using the Personal Information and shall destroy any Personal Information it has on record.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. Representations. Each party represents that (a) it has validly entered into this Agreement and has the legal power to do so; (b) this Agreement constitutes a valid, legal and binding agreement of the party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally; (c) the execution, delivery, and performance of this Agreement does not and will not conflict with or violate any agreements between such party and any other party; (d) neither the party or its respective officers, employees or agents has solicited or received from the other party any sum, gift or gratuity or other thing of value as an inducement to securing or maintaining the performances hereunder; and (e) it shall be solely responsible for the collection and/or remission to the appropriate governmental entities of all taxes and assessments applicable to such party under this Agreement.

8.2. Our Limited Warranties. We warrant that: (a) the Services will perform materially in accordance with the applicable Documentation; and (b) Chargerback has full right to grant all rights granted herein and to fulfill its obligations under this Agreement. If Subscriber believes the warranty stated in this section has been breached, Subscriber must notify Chargerback in writing of the breach no later than thirty (30) days following the date the warranty was allegedly breached (directed to legal@chargerback.com), and Chargerback will, in Chargerback's sole discretion, (i) promptly correct the non-conformity, at Chargerback's expense, or (ii) terminate this Agreement and refund a prorated amount of the subscription fees prepaid by Subscriber, if any, to Chargerback from the date on which Subscriber notified Chargerback in writing of any such breach of warranty. Unless otherwise prohibited by Applicable Law, these are Subscriber's sole and exclusive remedies.

8.3. Shipping Delays. If the Subscriber's guest or passenger pays for shipment of a lost item and, due to a delay attributable to an action or inaction of Subscriber, the item is not placed with the carrier in time to meet the purchased delivery time, the Subscriber's guest may request directly from Us, a refund of the amount paid. If Chargerback, in its sole discretion, issues a refund, Chargerback reserves the right to withhold the any rebates attributable to the item that would have otherwise been due to Subscriber. Delays caused by the carrier will not result in a cancellation of rebate for the affected item.

8.4. Shipping Claims. The Visitor requesting a return is responsible for all charges made via the Service. Chargerback is not responsible for damaged or lost shipments. All shipping claims must be directed to and settled with the shipping carrier. Chargerback does not physically handle lost items. All inquiries relating to lost item must be directed to the Subscriber in possession of the item. Should the Visitor requesting a return require additional insurance coverage, the Visitor requesting a return must contact the Subscriber in possession of the lost item and request "Third Party Shipment" with the desired additional insurance coverage.

8.5. Compliance with Laws. Each Party warrants and covenants that it is and shall remain in compliance with all Applicable Laws relevant to the obligations under this Agreement.

8.6. Shipping Regulations. Subscriber represents and warrants that all shipments made or initiated by Subscriber associated with the Services will be in compliance with applicable shipping laws and regulations, including 49 CFR 171.15, the Hazardous Materials Transportation Act, and 49 CFR Parts 100-199. Notwithstanding anything to the contrary, Subscriber represents and warrants that shipments associated with the Services shall not contain lithium batteries, whether packed as an independent item or installed in equipment, including pre-owned, damaged, or defective electronic devices containing or packed with lithium batteries, for any US Postal Service product that makes routine use of air transportation.

8.7. Warranty Period. The representations, warranties and covenants set forth in this Section 8 shall apply for the period beginning on the effective date and continuing throughout the Term.

8.8. Disclaimers. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED BY THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. OPERATION OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CHARGERBACK OR A CHARGERBACK AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICES AND THEIR FUNCTIONALITY IN THE USER DOCUMENTATION OR ANY COMMUNICATION WITH YOU CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU

8.9. Authorization to Communicate. You represent and warrant that You have obtained explicit or implied authorization as appropriate from Your patrons, customers, guests, or passengers substantially similar to the above to receive calls or SMS messages, and that You further direct Chargerback to contact Your patrons, customers, guests, or passengers as appropriate in Chargerback's sole discretion, in furtherance of facilitating the locating, identifying, and return of lost items, or to otherwise meet the obligations of any contract obligations Chargerback may have with You.

9. INDEMNIFICATION

9.1. General Indemnification. You shall indemnify, defend, and hold harmless Chargerback and its Affiliates' directors, officers, employees, contractors and agents ("Indemnified Parties") from and against any and all claims, suits, proceedings, investigations or actions (collectively, "Claims") and all resulting losses payable to third parties, settlements, judgments, awards, damages payable to third parties, and any and all legal, accounting and other fees, costs and expenses reasonably incurred in connection with investigating, mitigating or defending any such Claims (collectively, "Losses"), to the extent such Losses are sustained or incurred by any of them and arise out of violation of this Agreement or your access to or use of the Services. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

9.2. Exclusive Remedy. This Section 9 states Your sole liability to, and exclusive remedy against Chargerback for any type of claim described in this Section 9.

9.3. Infringement Indemnification

(a) Subject to the terms hereof, Chargerback shall (i) indemnify, defend, or at its option settle, and hold Subscriber, harmless from any Third Party lawsuit brought against Subscriber to the extent alleging any infringement of any intellectual property solely in the form delivered and licensed to Subscriber hereunder (each a "Claim"). For clarity, the following obligation of Chargerback excludes, and shall not be construed, interpreted or argued to include, any representation or warranty of non-infringement of Third Party's intellectual property rights.

(b) Chargerback's obligations under Section 9.3(a) are contingent on Subscriber: (i) notifying Chargerback, in writing, of such Claim in a timely fashion after Subscriber learns of such Claim; (ii) providing Chargerback the sole control of the defense and settlement of such Claim provided settlement does not place any obligations on Subscriber; and (iii) reasonably cooperating with Chargerback at Chargerback's request and expense in connection with Chargerback's defense and/or settlement of such Claim. Subscriber may participate in the defense or settlement of the Claim at its own expense.

(c) Chargerback will have no liability or obligation to defend or indemnify Subscriber or any of its Affiliates for any Claim to the extent arising directly from:

- i) the modification or combination of the Services with any materials, software, or item not provided by Chargerback or at the direction of Chargerback if such Claim would not have arisen but for such combination;
- ii) the modification or translation of Services or any portion thereof other than by Chargerback or at the direction of Chargerback, if such Claim would not have arisen but for such modification or translation; or
- iii) any material breach by Subscriber or its Affiliates of the terms and conditions of this Agreement.

(d) THE PROVISIONS OF THIS SECTION 9.3 STATES THE ENTIRE LIABILITY OF COMPANY AND ITS AFFILIATES AND THE EXCLUSIVE REMEDY OF SUBSCRIBER AND IT'S AFFILIATES WITH RESPECT TO ANY ALLEGED INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.

9.4. Allocation of Risk. Subscriber acknowledges and agrees that Chargerback has set its prices and entered into this Agreement and permitted Subscriber's subscription to the Chargerback Services in reliance upon the disclaimers of warranty and the limitations of liability in this Agreement, that the same reflect an allocation of risk between Chargerback and Subscriber (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between Chargerback and Subscriber. If Subscriber is subject to Applicable Laws that prohibit Subscriber from indemnifying Chargerback as set forth herein or prohibit Subscriber from entering into the risk allocation arrangement set forth herein, then (a) the terms of such provisions of this Agreement shall apply to Subscriber only to the fullest extent permitted by Applicable Law, it being understood that Subscriber and Chargerback each wish to enforce the provisions of this Agreement to the maximum extent permitted by Applicable Law; and (b) Subscriber must, within thirty (30) days of the commencement of the Subscription Term, notify Chargerback via email (directed to legal@chargerback.com) to specifically identify the Applicable Laws that apply to Subscriber and the resulting modifications to the risk allocation and indemnification provisions of this Agreement as a result of the application of such Applicable Laws.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. CHARGERBACK HAS NOT RECEIVED ANY PAYMENT FROM SUBSCRIBER OR ITS AFFILIATES FOR

USE OF SOFTWARE. SUBSCRIBER AND CHARGERBACK AGREE AND UNDERSTAND THAT IN NO EVENT, EXCEPT WITH RESPECT TO EITHER PARTY'S (A) BREACH OF SECTION 7 (CONFIDENTIAL INFORMATION), WILL THE LIABILITY OF CHARGERBACK AND ITS AFFILIATES AND THE LIABILITY OF SUBSCRIBER AND ITS AFFILIATES (INCLUDING WITHOUT LIMITATION UNDER SECTION 6) ARISING OUT OF THIS AGREEMENT EXCEED PAYMENTS RECEIVED BY SUBSCRIBER HEREUNDER.

10.2. Exclusion of Consequential and Related Damages. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO SUBSCRIBER'S USE OF OR INABILITY TO USE, OR CHARGERBACK'S PROVIDING, THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

10.3. Exclusion of Lost Item Damages. SUBSCRIBER ACKNOWLEDGES COMPANY NEITHER HANDLES NOR HAS CUSTODY OR CONTROL OF LOST ITEMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE WHATSOEVER TO LOST ITEMS, INCLUDING, WITHOUT LIMITATION, LOST OR DAMAGED SHIPMENTS, ARISING OUT OF OR RELATED TO THE LOST AND FOUND SERVICES OF COMPANY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE).

11. TERM AND TERMINATION

11.1. Term of Purchased Subscriptions. This Agreement shall be for duration shall continue in full force and effect unless terminated as hereinafter provided ("Term").

11.2. Termination. In addition to the Chargerback's other termination rights and remedies specified in this Agreement:

- a) either Party may terminate this Agreement effective upon written notice to the other Party if the other Party hereto (or any of its Affiliates) commits a material breach of this Agreement and does not correct such breach within thirty (30) days after receiving written notice complaining thereof;
- b) either Party may terminate this Agreement effective upon written notice to the other Party if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, or composition for the benefit of creditors, if that petition or proceeding is not dismissed within sixty (60) days after filing;
- c) if Subscriber undergoes a Change of Control, Chargerback may terminate this Agreement upon written notice thereof to Subscriber or the relevant successor in interest, provided such notice of termination is made no later than sixty (60) days after receipt of written notice of such Change of Control by User or the relevant successor in interest. Chargerback's failure to terminate this Agreement after a given notice of Change of Control by Subscriber or any successor in interest shall not in any way limit Chargerback's right to exercise these rights for any subsequent Change of Control. Termination of this Agreement based on a Change of Control shall be deemed to be effective immediately prior to the effective date of such Change of Control.

Chargerback may suspend or terminate the Agreement immediately in the event of any wrongful or unauthorized access to or use of the Hosted Services or the Third Party Services by Subscriber or other third party. Termination of this Agreement shall not prejudice or affect any right of action or remedy that has accrued or will accrue to any Party hereto due to a Party's acts or omissions prior to the effective date of such termination. The termination rights in this Section 11 shall be in addition and without prejudice to any other rights and remedies available to a party hereunder, at law or in equity.

11.3. Termination for Convenience. Either Party shall have the right to terminate Agreement, for any reason, with thirty (30) days written notice to the other Party.

11.4. Effect of Termination. Upon termination of the Agreement, access to and use of the Services shall be terminated. Termination of the Agreement (i) shall not relieve any party from any liability that may have arisen prior to such termination, nor shall such relieve Subscriber of its obligation to pay all fees that have accrued or are otherwise owed by Subscriber under the Agreement, and any unpaid fees related to the initial term or any renewal term, and (ii) shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon any termination of the Agreement, Chargerback shall have the right to maintain a copy of all Subscriber Data in accordance with, and for the period of time it determines is required or permitted by, Applicable Law.

11.5. Your Data Portability and Deletion. Before expiration or termination of the applicable Subscription Term, Chargerback recommends that Subscriber ensures it places a copy of its Subscriber Data in a place that can be accessed without the Chargerback Service. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download. After that 30-day period, We will have no obligation to maintain or provide Your Data, and may thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

11.6. Surviving Provisions. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect. The rights and obligations of the parties hereto set forth in The Sections titled "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Indemnification," "Limitation of Liability," "Portability and Deletion of Your Data," and "General

Provisions" inclusive, of this Agreement, and any other provisions hereof that by their nature are intended to survive, shall survive the expiration or termination of this Agreement for any reason whatsoever.

12. INSURANCE.

12.1. Chargerback, in its sole discretion, will carry and maintain, at its sole cost, the following insurance policies with insurance companies with an AM Best Rating of no less than A- VII and upon request, on forms satisfactory to Subscriber:

- (a) Commercial General Liability insurance in an occurrence form in an amount of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate covering liability arising out of premises operations, personal and advertising injury, products-completed operations, contractual liability and independent contractors.
- (b) Professional liability insurance covering claims arising out of the acts, errors or omissions of Contractor in relation to the Services in the amount of \$2,000,000, to include prior acts coverage under a claims-made policy. Contractor's professional liability coverage must extend for a period of 3 years after the expiration or termination of this Agreement.
- (c) Commercial Auto Liability insurance with a limit of insurance no less than \$1,000,000 combined single limit each accident for bodily injury and property damage covering "any auto" whether owned, non-owned, scheduled, leased, hired or other.
- (d) Workers' Compensation insurance as required by applicable law and Employers Liability insurance with a limit of no less than \$500,000 each accident for bodily injury, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for disease.

12.2. Chargerback's insurance required by subsections 12.1(a) and 12.1(c) will be primary and non-contributory to any insurance held by Subscriber and its Affiliates and, except for Workers' Compensation and Professional Liability, the policies will include a waiver of subrogation and will, upon request, name Subscriber, as an additional insured. Chargerback will, upon request, (i) provide Subscriber with certificates of insurance evidencing the policies as listed above prior to the provisions of the Services and as required to evidence continued coverage during the Term; and (ii) provide Subscriber with a copy of any carrier notice of cancellation or notice of material changes to policy conditions within five business days after the notice is received. If any portion of the Services is subcontracted, Chargerback will require the subcontractor to provide the insurance listed above.

13. GENERAL PROVISIONS

13.1. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between You and Chargerback regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, and (2) the Documentation.

13.2. **Assignment.** Chargerback may assign this Agreement or any rights or obligations under the Agreement to a third party. Subscriber may not assign the Agreement or any rights or obligations hereunder without the prior written consent of Chargerback, which consent shall not be unreasonably withheld or delayed; any such assignment without the prior consent of Chargerback shall be void. Chargerback may use subcontractors to perform Services under this Agreement; provided, however, that such subcontracting shall not relieve Chargerback from responsibility for performance of its duties hereunder. Chargerback shall be responsible for all acts and omissions of its subcontractors hereunder and for the performance of all of its obligations under this Agreement irrespective of any subcontracting by Chargerback hereunder.

Either Party shall be entitled to and each Party hereby agrees to assign, this Agreement to a successor to all or substantially all of a Party's assets in a transaction entered into solely to change a Party's place of incorporation. For the avoidance of doubt, a Change of Control of either Party shall be deemed an assignment. Notwithstanding the foregoing, upon any Change of Control or other transaction involving either Party that results in a successor to all or substantially all of that Party's business or assets, that Party shall be entitled to assign, and that Party shall assign, this Agreement to such successor and have such successor be bound by this Agreement.

13.3. **Third-Party Beneficiaries.** No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such Third Party shall have any right or cause of action hereunder.

13.4. **Waiver.** No delay or omission by either Party to exercise any right or power will impair any such right or power or be construed to be a waiver thereof. A waiver by any Party of any of the covenants, conditions, or contracts to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or contract herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

13.5. **Controlling law and severability.** Your access to the Services as well as the terms and conditions and the agreement they create are governed and interpreted by the laws of the State of Nevada, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Nevada. The parties hereto hereby consent and agree to the exclusive jurisdiction of the state courts of the State of Nevada sitting in Washoe County, Nevada and the federal courts sitting in Reno, Nevada for any actions, suits or proceedings arising out of or relating to this Agreement and the matters contemplated hereby (and the parties agree not to commence any action, suit or proceeding relating thereto except in

such courts). If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction. A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any judgment of any court rendered pursuant to this section shall entitle the prevailing party to a corresponding judgment in the home country of the non-prevailing party, and shall be enforceable against the non-prevailing party in its home country with the same force and effect as a judgment of any court of competent jurisdiction in the home country of the non-prevailing party, and the parties agree not to contest the entry and enforcement of such judgment in such home country.

13.6. Notice. Any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given to a party pursuant to this Agreement shall be in writing and shall be deemed given on the earliest of (a) actual receipt, irrespective of the method of delivery, (b) on the delivery day following dispatch if sent by express mail (or similar next day air courier service), or (c) on the sixth (6th) day after mailing by registered or certified United States mail, return receipt requested, postage prepaid and addressed to the party entitled to receive the same. Any notices to Chargerback shall be sent to: Chargerback, Inc., Attn: Legal Department, 3352 Goni Rd #163, Carson City, NV 89706 [legal@chargerback.com]. Any notices to Subscriber shall be sent to the subscriber's mailing address. All notices shall be in English. A party's address for notice may be changed at any time by giving ten (10) days' prior written notice to the other party in the manner described in this Section.

13.7. Complete Agreement; Governing Language. This Agreement constitutes the entire agreement between the parties with respect to the use of the Services licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter, with the exception of any additional terms and conditions You are required to accept if You choose to use a Service, which will govern Your use of that Service and any content You purchase through that Service. No amendment to or modification of this Agreement will be binding unless in writing and signed by Subscriber and Chargerback. No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of, or excuse of any other different or subsequent breach. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. Unless otherwise prohibited by any applicable laws or regulations, this Agreement may be signed electronically, and such electronic signature shall be deemed, and shall have the same legal force and effect as, an original signature. An electronic copy thereof shall be deemed and shall have the same legal force and effect as an original document.

13.8. Force Majeure. Notwithstanding anything to the contrary: if and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, strikes/labor difficulties, electronic virus, electronic attack or infiltration, internet or wireless access disturbance, or any other cause beyond the reasonable control of such Party (each, a "**Force Majeure Event**"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section 11.9, such Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall notify the other Party as soon as reasonably possible of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and plan for resuming its performance. If any Force Majeure Event continues for a period in excess of ninety days, the other Party shall have the right to terminate this Agreement effective upon notice. In the event of any such delay or failure, the affected party shall send written notice of the delay or failure and the reason thereof to the other party within fourteen (14) calendar days from the time the affected party knew or should have known of the Force Majeure in question.

13.9. Section Headings. The section headings contained this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The English language shall govern the meaning and interpretation of this Agreement.

13.10. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any association, partnership, joint venture, or the relation of principal and agent between Chargerback and Subscriber. Each Party is acting as an independent contractor, and no Party shall have the authority to bind any other Party or its representatives in any way.

13.11. Trademarks and Publicity. Except for linking to or framing of Chargerback web sites, Subscriber may not use any Chargerback logo or trademark, whether or not such mark(s) are registered, without prior written approval from Chargerback. This includes use on printed materials of any kind as well as electronic mediums such as internet web pages or email. Furthermore, the use of the Chargerback name (or any derivative thereof) in Subscriber's URL, Business Name, or the names of any add-on products or services Subscriber may be offering independent of Chargerback is strictly prohibited. Additionally, using the Chargerback name in paid targeted keyword advertising campaigns on search engines is also prohibited. Subscriber shall not use Chargerback's name, nor any adaptation or variation thereof, in any advertising, promotion or sales literature without Chargerback's prior written consent in each instance.

13.12. Suitability or Licensure by Gaming Regulatory Agency.

(a) Gaming License Suitability Requirements. Chargerback acknowledges that (i) Subscriber and its affiliates are subject to the requirements of and exist only because of privileged licenses issued by governmental authorities; (ii) strict gaming laws and regulations prohibit Subscriber and its affiliates from maintaining any business relationships or other associations with persons or entities that are unsuitable (as defined and determined by relevant governmental and regulatory authorities); and (iii) Subscriber's Ethics and Compliance Program (the "Compliance Program") requires Subscriber to conduct suitability reviews of certain potential vendors and/or business partners and/or such party's owners and key principals (each, a "Suitability Review").

(b) Suitability Reviews. If Subscriber determines in its sole and reasonable discretion, acting in good faith, that a Suitability Review of Chargerback under the Compliance Program is required, Chargerback shall cooperate with Subscriber and promptly provide any information requested by Subscriber for that purpose. All information provided to Subscriber pursuant to this Section shall be subject to Subscriber's confidentiality obligations set forth in this Agreement. Chargerback shall promptly notify Subscriber in writing in the event any information provided to Subscriber in connection with a Suitability Review is no longer accurate or is incomplete, including, without limitation, (i) if Chargerback becomes aware of any criminal, legal, or regulatory proceeding, review, investigation, or process of any kind alleging that Chargerback or any of its owners or key principals have violated any applicable law or regulation; (ii) if Chargerback becomes aware of any update(s) to any of the items described in Section 13.12(b)(i); or (iii) if there is any change in Chargerback's ownership or management.

(c) Chargerback Licensing Requirements. If, in connection with the transactions or services contemplated by this Agreement, Chargerback is or becomes required to be licensed, approved, or the equivalent by any gaming regulatory agency, Chargerback shall use commercially reasonable efforts to secure such licensing, approval or the equivalent at its sole cost and expense. If Chargerback is denied such licensing, approval or the equivalent, Chargerback shall notify Subscriber within two (2) business days of such denial.

(d) Subscriber Termination Rights. Subscriber may immediately terminate this Agreement upon written notice to Chargerback if (i) Subscriber is directed by any gaming regulatory agency to terminate this Agreement and/or to cease all business or other associations with Chargerback; (ii) Subscriber determines in its sole and reasonable discretion, acting in good faith, that (A) its association with Chargerback could violate any laws or regulations regarding prohibited relationships between gaming companies and third parties, or (B) it would be in Subscriber's best interest to terminate its relationship with Chargerback to protect any of the Subscriber's or its affiliates' contemplated or pending licensing applications or privileged gaming licenses; (iii) Chargerback fails to cooperate and/or provide any information requested by Subscriber pursuant to Section 13.12(b) above; (iv) Chargerback fails to notify Subscriber of any updates required by Section 13.12(b) above within ten (10) days of the occurrence of the relevant event; and/or (v) Chargerback fails to secure and maintain any licenses, approvals or the equivalent as required by Section 13.12(c) above. Notwithstanding anything to the contrary herein, in the event Subscriber terminates this Agreement pursuant to this Section, Subscriber shall have no further liability to Chargerback except for payment of amounts due for any services provided or work performed by Chargerback prior to the effective date of such termination, unless Subscriber is prohibited from making such payments by any gaming or other regulatory agency. For avoidance of doubt, Chargerback acknowledges that Subscriber may terminate this Agreement pursuant to this Section if Chargerback fails to comply with any federal, state, foreign, or other law or regulation applicable to Chargerback's activities, including, without limitation, laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering.

The parties hereto have caused this Agreement to be executed:

CHARGERBACK, INC.

"Chargerback"

By: _____

Name: _____

Title: _____

Date: _____

"Subscriber"

By: _____

Name: _____

Title: _____

Date: _____