

AGREEMENT

linked2pay and paycosmos are DBAs of Transmodus Corporation ("TMC") and these are the Terms and Conditions ("Terms and Conditions"); please review these Terms and Conditions before you register with the linked2pay ("L2P") or paycosmos ("PC") located at URLs: linked2pay.com and paycosmos.com respectively, or the TMC website located at transmodus.net. When you click ("I accept") to register with any of these Websites, you will be accepting these Terms and Conditions in their entirety.

DEFINITIONS

Unless otherwise indicated, the following terms shall have the following meanings for this Agreement and the Addendums.

hereto:

Remote Deposit Capture (RDC): System that enables merchants to scan checks remotely and transmit the check images to a bank for deposit, usually via an encrypted Internet connection.

ACH: Automated Clearing House (ACH) is an electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit transactions in batches.

API: API is the abbreviation for Application Program Interface, is a set of routines, protocols, and tools for building software applications.

SDK: An SDK is a set of software development tools that allows the creation of applications for a certain software package, software framework, hardware platform, computer system, operating system, or similar development platform.

NACHA: The association that manages the development, administration, and governance of the ACH Network, the backbone for the electronic movement of money and data in the United States.

Check 21: The law allows the recipient of the original paper check to create a digital version of the original check, a process known as check truncation, into an electronic format called a "substitute check", thereby eliminating the need for further handling of the physical document.

X9.37: X9.37 is the standard format used in electronic check exchange. It addresses the file sequences, record types, field formats, data and image compression, encryption, and data representation.

SERVICES

linked2pay.com facilitates the accepting or sending of payments. When you provide account and or amount information to make or receive a payment, you have authorized us to immediately debit or credit your account using Electronic Funds Transfers for the amount that appears and gets authorized on the secure linked2pay payment page.

PRIVACY POLICY

We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will not sell your personally identifiable information to anyone.

OPT-OUT

Individuals from an organization that uses linked2pay.com or transmodus.net may not opt-out of receiving emails from L2P/TMC.

WE DO NOT USE COOKIES

But we may collect information about your computer or other access device to mitigate risk, and for fraud prevention purposes.

PERSONAL INFORMATION

Throughout this policy, we use the term personal information to describe information that can be associated with a specific person and can be used to identify that person. We only consider personal information to include information that can identify a specific user.

We store and process your personal information on our computers in the United States and we protect it by maintaining physical, electronic, and procedural safeguards in compliance with applicable federal and state regulations. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

USE OF PERSONAL INFORMATION

Our primary purpose in collecting personal information is to provide a secure, efficient, and excellent experience when using our products. We may use your personal information to:

- provide Services and customer support you request.
- process transactions and send notices about your transactions.
- resolve disputes, collect fees, and troubleshoot problems.
- prevent potentially prohibited or illegal activities and enforce our User Agreement.
- improve our Services and the content and layout of our website and applications.
- compare information for accuracy and verify it with third parties

SHARING YOUR PERSONAL INFORMATION

We will not disclose your information, credit card number, or bank account number to anyone you have paid or received a payment from with the third parties that offer or use our Services, except with your expressed permission or if we are required to do so to comply with a credit card rules, subpoena or other legal process.

LINKED2PAY PROCESSING AGREEMENT TERMS AND CONDITIONS

Your use of the Website and all interactive programs, including Web Services, Application Programming Interfaces (APIs) and Website and Software Development Kits (SDKs), that linked2pay may make available from time to time (collectively, the "Services"), are governed by these Terms and Conditions. To use many of the Services, you must register with the Website and click to accept these Terms and Conditions. If you simply visit the Website but do not register to use the Services, your use of the Website will nonetheless be governed by these Terms and Conditions, and by using the Website, you accept and agree to these Terms and Conditions.

This Processing Agreement (the "Agreement") is by and between Transmodus Corporation a California corporation with its principal place of business located at 500 E Esplanade Drive, Suite 700, CA 93036, and the party executing the Agreement ("Customer"). This Agreement shall be effective as of the date of L2P/PC/TMC approval of your registration. This Agreement sets forth the Terms and Conditions under which L2P/PC/TMC will provide certain services to Customer and Customer may exercise a limited right to use certain computer website and Software marketed by L2P/PC/TMC (the "Website and Software"):

By registering for and/or accessing the Service, Customer has acknowledged and accepted these Terms of Use. L2P/PC/TMC may require a credit check to grant Customer access to the Service at any time. By agreeing to these Terms and Conditions Customer consents to a credit check from one or more of the three major credit agencies and waives any right to the information from the reports thereof. Any costs of a credit check will be borne by L2P/PC/TMC. Any subsequent request to add or amend your account may require additional underwriting and is subject to a fee of up to \$20.00. Further, Customer agrees and covenants to comply with all applicable laws, rules and regulations that govern Customer's use of the Service.

LICENSE GRANT; SCOPE OF USE.

1.1 L2P/TMC hereby grants to Customer a personal, nontransferable and nonexclusive license to use our website or Website and Software and its related documentation during the term of this Agreement. Upon termination of the Agreement, Customer's ability to process transactions will be terminated. Customer may continue to use the Website and Software throughout the term of this Agreement for the authorized purposes only.

1.2 Customer agrees to use the Website and Software as the means for conveying authorized images and or data of financial instruments received by Customer in payment for goods or services, either directly or indirectly through a headquarters location, to L2P/PC/TMC for the performance of the services described in Section 2.1 of the Agreement (the "Transmission").

SERVICE DELIVERY

2.1 L2P/PC/TMC agrees to offer to Customer the following payment related data processing services, hereinafter collectively referred to as the "Services":

- a. Capturing of images (RDC) and or data of financial instruments (RDC, ACH and Card) created by the Website and Software and transmitted by Customer to L2P/PC/TMC through use of the Website and Software, with acknowledgement of receipt thereof being in turn transmitted within one business day by L2P/PC/TMC to Customer (the "Acceptance");
- b. Sorting of those images and or data as required by L2P/PC/TMC in the applicable web system interface.

- c. Management of exceptions to deposit, including but not limited to duplicate checks and poor image quality.
- d. Sending those images and or data to the financial institutions as directed by L2P/PC/ TMC; and
- e. Providing short-term (21 days) storage and retrieval of those images and or data for the benefit of Customer. Returned Check images are stored for 45 days.
- f. Additional fees may apply for retrieval of images (RDC only) over 21 days.

2.2 Subject to the terms of this Agreement and so long as Customer complies with this Agreement, the Services shall be provided in the following manner:

- a. Irrespective of Customer's selection of Funding Frequency Options in the application, L2P/PC/TMC may at its sole discretion and at any time during the term categorize all or any transactions as Express, Standard, or High Risk. All transactions must be successfully transmitted and received by L2P/PC/TMC by 7:00 PM ET. Express transaction will originate an Automated Clearing House (ACH) record the same business day to the customer's designated depository account with a next day effective date. Standard transactions will originate an ACH record the following business day to the customer's designated depository account with an effective date of the day after the ACH record. High Risk transactions will originate an ACH record in four business days to the customer's designated depository account with an effective date of the day after the ACH record.
- b. L2P/PC/TMC will designate at its sole discretion for Customer a "Maximum daily processing limit" and a "Maximum Check Dollar Amount". Transactions above the Maximum daily processing limit or Maximum Check Dollar Amount will be considered a higher risk transaction and could fall outside of the aforementioned funding parameters and the effective date will be at the discretion of L2P/PC/TMC.
- c. L2P/PC/TMC may impose certain fees at its sole discretion, including, but not limited to returned item fees, volume-based monthly fees, daily over-limit fees, and per item fees.
- d. L2P/PC/TMC may hold any transactions or declines to process through RDC at their discretion.
- e. Client agrees it will not use L2P/PC/TMC RDC service to deposit checks drawn on its own accounts with any financial institution unless an addendum has been signed granting the permission.

2.3 The Transaction processing deadline, ("Cut-off time") is 7:00 PM ET each business day, (Monday through Friday, excluding holidays). Deposits made after the "Cut-off time" on any business day or on non-business days, (Saturdays, Sundays, and legal holidays) will be considered made on the next business day.

- a. Legal holidays include: New Year's Day, Martin Luther King Day, Presidents Day, and Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. For legal holidays falling on a Saturday, all Federal Reserve Banks and branches will be open for business on the preceding Friday. For legal holidays falling on a Sunday, all Federal Reserve Banks and branches will be closed the following Monday.

Annual Fee:

Every year linked2pay makes substantial investments in all aspects of our technology platform to optimize our delivery of simple and safe transaction processing for our clients. We charge an annual technology fee in lieu of adding any cost to your transaction fees. The annual technology fee for your use of L2P/PC/TMC RDC is \$125.00. The fee for ACH customers is \$75.00.

Notice of Erroneous Unauthorized Transfers. You must promptly and regularly review all Entries and other communications received from L2P/PC/TMC and immediately notify L2P/PC/TMC, by email at notify@linked2pay.com of any discrepancies between your records and those provided by L2P/PC/ TMC, the ODFI or your bank, or if you discover a transfer not authorized by you. If you fail to notify L2P/PC/TMC of a discrepancy in a statement of account or other report of activity within seven calendar days of the date L2P/PC/TMC provides the statement or report to you, then L2P/PC/TMC will not be responsible for any losses or other costs associated with such transfers.

EQUIPMENT/ APPLICATIONS TO BE USED

Version 2.0.1

linked2pay® is a registered DBA of Transmodus Corporation

3.1 L2P/PC/TMC will recommend the appropriate equipment (i.e., Scanner, credit card swiping device) to be used in order to scan checks, credit cards, and print receipts and/or reports. Customer must meet

L2P/TMC's operating system and communication requirements. These requirements may be amended by L2P/PC/TMC at its sole discretion if and when L2P/PC/TMC deems such amendment necessary.

DELIVERY AND INSTALLATION

4.1 L2P/PC/TMC will deliver, upon acceptance by L2P/PC/TMC of the application, the username and temporary password to allow access to the Website and Software by Customer.

4.2 L2P/PC/TMC will provide, at Customer's designated business site and to Customer's designated personnel, appropriate training, reference materials and other assistance to enable Customer to use the Website and Software and receive the Services.

MAINTENANCE

5.1 Throughout the term of this Agreement, L2P/PC/TMC will provide:

- a. Corrections for problems that L2P/PC/TMC diagnoses as defects in the Website and Software, as solutions become known to L2P/PC/TMC.
- b. Modifications to the Website and Software to accommodate any new operating system release, provided that:
 - (i) the hardware instruction set and/or operating system remain compatible.
 - (ii) L2P/PC/TMC has available to it all the necessary information regarding the operating system release; and
 - (iii) L2P/PC/TMC has installed and operated said modifications for its own use at the time Customer requests, in writing, said modifications. If the above conditions are satisfied, said modifications shall be provided to Customer at no cost and within a reasonable time after the Website and Software update incorporating such modifications is released for general distribution.
- c. Modifications, improvements, and refinements to the Website and Software which are not separately priced or marketed by L2P/PC/TMC.
- d. Telephone and e-mail support for use of the Website and Software.

PAYMENT

6.1 The compensation to L2P/PC/TMC for the licensing of the Website and Software will depend on the enrolled Services described in Section 2.1 of this Agreement. Fees may be revised by L2P/PC/TMC upon no less than sixty (60) days prior written notice to Customer by L2P/PC/TMC. All amounts due and owing by Customer under this Agreement shall be paid by electronic debit on or before the 5th business day of each month. L2P/PC/TMC will debit the billing account the Customer provided at time of registration. If L2P/PC/TMC invoices a Customer for services, the invoice will be considered past due if payment has not been received by day thirty. All sums due and owing after that period shall bear interest at the rate of eighteen percent (18%) per annum, or at the maximum interest rate permitted by law, until paid.

6.2 Customer shall at all times maintain a direct deposit account (the "Account" or "DDA") at a bank that is a member of the Federal Reserve ACH System. Customer agrees that all credits for collected funds and debits for fees, Returned Transactions, Check Batches, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to fines, attorney's fees and early termination charges) shall be made to the Account. Customer shall not close, restrict or change the Account without prior written approval from L2P/PC/TMC. Customer is solely liable for all fees including overdrafts, NSF Fees for ACH rejects and DDA Change fees regardless of cause. L2P/PC/ TMC shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Customer. Customer agrees that L2P/PC/TMC may charge a fee for any bank accounts added or changed beyond the initial account.

6.3 Customer hereby authorizes L2P/PC/TMC to access the Customer's direct deposit accounts and/ or offset any merchant account to satisfy any and all of Customer's obligations under this Agreement.

RESTRICTING ACCESS

We may suspend your access to all or any part of Online Services at any time and

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for any reason without prior notice to you.

SYSTEM AVAILABILITY

7.1 L2P/PC/TMC will provide 24-hour access to L2P/PC/TMC (the "System Availability"). Notwithstanding the foregoing, L2P/PC/TMC is not responsible for the inability of Customer to access L2P/PC/TMC due to difficulties or interruptions of service beyond the reasonable control of L2P/PC/TMC.

7.2 L2P/PC/TMC reserves the right to suspend availability of linked2pay.com for brief periods for purposes of system maintenance. Such system maintenance shall be excluded from System Availability. L2P/PC/TMC will use reasonable efforts to notify Customer in advance of any scheduled maintenance and will also use commercially reasonable efforts to

- a. Limit the number of hours of scheduled maintenance each month and
- b. Schedule maintenance during off-peak usage.

7.3 For purposes of this Agreement, System Availability excludes any scheduled maintenance or uncontrolled downtime as defined in 7.4.

7.4 Customer acknowledges that from time to time the System may be inaccessible or inoperable for the following reasons (which shall not constitute System Availability):

- a. System maintenance on the part of L2P/PC/TMC's permitted subcontractors;
- b. insufficient or inadequate bandwidth or insufficient hardware/website and Software technology of Customer due to the failure of Customer to implement bandwidth or hardware/website and Software recommendations by L2P/PC/TMC in a timely manner;
- c. problems with hardware/website and Software of Customer that is not under the use or control of L2P/PC/TMC or its permitted subcontractors;
- d. insufficient or inadequate bandwidth or hardware/website and Software of Customer;
- e. general Internet brown-outs, black-outs and slowdowns;
- f. any "hacking" or "denial of service" activity by a third party not due to negligence of L2P/PC/TMC with regard to security;
- g. any acts of God, the elements, war, civil disturbances, acts of civil or military authorities, acts of terrorism, or other similar causes beyond L2P/PC/TMC's control; and/or
- h. any problems due to a third party that is not under contract with L2P/PC/TMC, or is due to a third party that is not under L2P/PC/TMC's direct or indirect control. Clauses (a) through (h) collectively referred to as "Uncontrolled Downtime."

RESPONSIBILITIES OF CUSTOMER.

8.1 Prior to commencing implementation of the Website and Software, Customer will designate a coordinator to support implementation. Prior to commencing the implementation, and at a mutually agreeable time, Customer will designate appropriate staff members and make them available for training associated with the Product and related equipment. Customer will also identify an IT/Desktop Support contact to be available to work with L2P/PC/TMC RDC regarding any website and Software installation issues.

8.2 Customer agrees and understands that it is bound by all laws, rules, and regulations, including, but not limited to, the Rules and Regulations identified in Section 13. Customer is responsible for determining the legality of use of the Transaction Data and adhering to any and all local, state, or federal laws, rules or regulations, including but not limited to, the NACHA Rules, as well as those laws, rules and regulations pertaining to the use and destruction of the Transaction Data, or the use of information from the Transaction Data, as referenced in Section 13.1 of this Agreement.

8.3 Customer agrees, if requested by L2P/PC/TMC, to open an account at a processing bank as specified by L2P/PC/TMC or have your transactions processed by a Third Party Processor as specified by L2P/PC/TMC. Also, if required, L2P/PC/TMC will become Third Party Processor. Fees associated with this account may be borne directly by L2P/PC/TMC at its sole discretion.

8.4 Customer agrees that it will utilize the Website and Software, subject to normal operating conditions, in its check processing operations and will only submit Transactions through the Website and Software.

8.5 Customer agrees to assume responsibility for keeping any hardware

associated with the Website and Software in good working order, notwithstanding any maintenance services provided by L2P/PC/TMC or any third party with which it contracts to provide such services.

8.6 Performance of the Website and Software may be affected by external factors such as communication network latency. Customer is responsible for ensuring that the Website and Software enables the scanner or the retry transmission until the Transaction Data is sent and/or the application reports failure in receiving the Transaction Data.

8.7 Customer will be responsible for correctly scanning checks. In the event the condition of a paper check precludes a complete automated read, the application may prompt for a visual inspection of the check image. Customer agrees that each check submitted for deposit through the Remote Deposit Capture service will meet the image quality standards established in American National Standards Institute's standard X9.37.

8.8 Customer acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agrees to assume any and all losses resulting from security features that do not survive the conversion from physical check to image.

8.9 Customer acknowledges L2P/PC/TMC does not detect fraudulent transactions/checks or protect the Customer against any claims including those filed under the Check Clearing for the Twenty- First Century Act ("Check 21") or NACHA Rules and Regulations. Customer acknowledges and agrees that use of L2P/PC/TMC will not eliminate the risk or exposure to liability that is inherent in Customer's check processing activities.

8.10 Customer will protect the Website and Software and related equipment from theft, tampering, sabotage, copying, and other acts of malicious or damaging intent. Customer agrees not to copy, reverse engineer, decompile, or otherwise misappropriate the Website and Software.

8.11 Customer agrees to accept full responsibility for the payment of all Transactions processed using L2P/PC/TMC and to indemnify, defend, and hold harmless L2P/PC/TMC or its agents and employees from and against any and all claims, costs, and expenses made by any such person(s) or entities arising out of or in connection with access or use of L2P/PC/TMC.

8.12 Customer agrees, within 21 days of request by L2P/PC/TMC, to provide L2P/PC/TMC with financial statements for the past two fiscal years. Unincorporated businesses may provide federal tax returns of the owner. L2P/PC/TMC agrees to treat the provided information as Confidential under provisions of this Agreement and to make such requests no more than once per year. If Customer declines to provide financial statements when requested, L2P/PC/TMC may terminate Customer with applicable termination charges.

LIMITS ON TRANSACTIONS

9.1 L2P/PC/TMC will, using whatever internal review process it deems appropriate, impose limits on amounts and volumes of check transactions the Customer may process using the Website and Software. Transactions may also be limited by applicable rules and regulations specified in Section 13.1.

PROPRIETARY DATA AND RESTRICTIONS

10.1 Customer agrees that the Website and Software licensed under this Agreement and all materials provided by L2P/PC/TMC in connection with maintenance of the Website and Software are copyrighted property and constitute trade secrets and proprietary data of the third-party provider from whom L2P/PC/TMC has obtained marketing rights. Customer acknowledges that the Website and Software will remain the exclusive property of the third-party provider and that Customer is obtaining no title to or ownership of the Website and Software or other materials licensed or received as a result of this Agreement.

10.2 Customer acknowledges that L2P/PC/TMC's third-party provider for the Website and Software grants any and all licenses for use of the Website and Software solely to L2P/PC/TMC.

10.3 Customer shall not copy the Website and Software and shall not transfer or disclose it to any other person, firm or corporation, except for those employees of Customer who require such knowledge of the Website and Software in the ordinary course and scope of their employment by Customer. Customer shall not reverse assemble or reverse compile any Website and Software, in whole or in part, or permit any other person to do so. The provisions of this article shall survive termination or expiration of this Agreement.

CONFIDENTIALITY

11.1 L2P/PC/TMC reserves the right to disclose confidential information, including but not limited to financial, personal and business information ("Confidential Information"), as needed for purposes of this Agreement, with its subcontracted provider and with the financial institutions affected by this Agreement.

11.2 Customer acknowledges that the information regarding the Website and Software and related equipment contains information that is confidential and proprietary to L2P/PC/TMC and is considered Confidential Information. Any information learned by Customer in using, viewing, and reviewing the operation of the Website and Software and its capabilities will be Confidential Information falling within the terms of this Agreement.

11.3 Customer agrees to use the Confidential Information solely for internal use and agrees not to disclose the Confidential Information to any third party or to use or exploit the Confidential Information for its benefit or the benefit of any third party for a period of five (5) years from the date of this Agreement. This provision will not apply:

- a. To general, publicly available information concerning the Website and Software and related equipment after these have been introduced for commercial sale by L2P/PC/TMC. This exclusion will not apply to specific information such as, but not limited to, design, function, failure rates, website and Software bugs, throughput, scrap rates, and other information concerning the operation of the Website and Software and related equipment or system until such time as said information will enter the public domain; or
- b. Upon specific authorization from L2P/PC/TMC in writing.

11.4 Customer agrees that it will permit only those Customer employees who have a "need to know" to view the internal operations of the Website and Software and related equipment. Customer will not permit third parties to view the internal operations of the Website and Software and related equipment. Customer further agrees that it will not make for its own purposes or allow to be made for third parties, copies of documentation, user operation or repair manuals, drawings, prints, schematics or other materials that L2P/PC/TMC may provide to Customer in connection with the Website and Software and related equipment.

11.5 L2P/PC/TMC acknowledges that third parties may have occasion to view the external features and operations when the Website and Software and related equipment is operated as planned in normal use. Demonstrations, private showings, or operation of the equipment to or by third parties are strictly prohibited.

11.6 Customer agrees not to remove any website and Software or equipment from its premises without prior written authorization by L2P/PC/TMC. Upon L2P/PC/TMC's request or upon termination, Customer will promptly destroy or deliver to L2P/PC/TMC all records, notes, or other materials in any form (and all copies of same) containing Confidential Information relating to the Website and Software. In the case of destruction, Customer will provide L2P/PC/TMC with an affidavit that all Confidential Information has been destroyed within five (5) business days of such destruction request.

WARRANTY

12.1 L2P/PC/TMC warrants that during the term of the Agreement the Website and Software will perform in substantial compliance with the specifications set forth in this document.

12.2 EXCEPT AS SET FORTH IN SECTION 12.1, L2P/PC/TMC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION, OWNERSHIP OF INTELLECTUAL PROPERTY, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE SUITABILITY OR COMPATIBILITY OF L2P/PC/TMC'S WEBSITE AND SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE USED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT SUCCESSFUL TRANSMISSION OF TRANSACTION DATA DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON REQUESTING THE TRANSACTION IS THE AUTHORIZED ACCOUNT HOLDER, OR (B) A PROMISE OR GUARANTEE BY L2P/PC/TMC THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO CUSTOMER FOR THE AMOUNT OF A RETURNED CHECK TRANSACTION.

APPLICABLE RULES, REGULATIONS & POLICIES

13.1 Payment Items deposited through L2P/PC/TMC are subject to federal, state and local rules and regulations. Customer is bound by the applicable laws, rules and regulations and Customer is responsible for becoming familiar and understanding the laws, rules and regulations. For convenience, set forth below there is a list of some of the applicable rules and regulations that apply to Transactions. However this list is not intended as a cumulative list and it does not in any way set forth the entirety of the relevant requirements under such rules and regulations. Payment Items deposited through L2P/PC/TMC are subject to the following rules and regulations:

REGULATION E, "Electronic Fund Transfers" "Reg E" establishes the rights, liabilities, and responsibilities of parties in electronic funds transfers and protects consumers when they use such systems. The effect of Regulation E on transaction is as follows:

- a. Allows unauthorized or stop-payment items to be returned up to 60 days after initial deposit.
- b. Requires that consumers be notified by written disclosure prior to each transaction and be given the option of opting out of conversion.

Regulation CC, "Availability of Funds and Collection of Checks"

REGULATION CC

"Reg CC" requires that financial institutions provide Customers who have a transaction account with disclosures stating when their funds will be available for withdrawal.

- a. Applies to all non-ACH converted items.
- b. Allows unauthorized or stop-payment items to be returned up to 24 hours after initial deposit. Check Clearing for the 21st Century Act

Check Clearing for the 21st Century Act "Check 21"

REQUIREMENTS - "Check 21" governs the creation, distribution, and settlement of "substitute checks," either paper or image-based copies of physical checks.

- a. Does not require consumer notification in case of conversion of physical checks into images.
- b. Places substitute checks under Regulation CC ACH Operating Rules and Guidelines.

NATIONAL AUTOMATED CLEARING HOUSE ASSOCIATION

REQUIREMENTS - The "NACHA Rules" govern origination, transmission, and processing of ACH debits and credits.

- a. Restricts ACH conversion to items less than \$25,000 drawn on consumer accounts.

INDEMNIFICATION

14.1 Customer will indemnify and hold L2P/PC/TMC, its officers, directors, agents and employees, harmless from and against any and all liability, claims, loss, damages, suits, costs or expenses, whether direct or indirect, including reasonable attorney's fees and costs arising from the acts or omissions of the Customer in connection with this Agreement or arising from any act, omission or failure, or for the breach of any representation or warranty by Customer pursuant to the terms of this Agreement and the rules and operating regulations referenced in Section 13.1 hereof and violations of any federal or state law, rule or regulation.

LIMITATION OF LIABILITY

15.1 IN NO EVENT WILL L2P/PC/TMC, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS OR INTEREST (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT L2P/PC/TMC WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).

15.2 Intentionally Omitted.

15.3 Subject to the disclaimer in Section 15.1, Customer's remedies against L2P/PC/TMC for any performance or alleged failure of performance by L2P/PC/TMC under this Agreement shall be as follows:

- a. Customer will first give L2P/PC/TMC the opportunity to cure or correct, to the extent reasonably practical, any data in which errors have been caused by L2P/PC/TMC, provided that Customer notifies L2P/PC/TMC of any such error within forty-five (45) days after such error occurs.
- b. In the event that L2P/PC/TMC is unable to cure, L2P/PC/TMC's liability for damages for any performance or alleged failure of performance by L2P/PC/TMC under this Agreement shall not exceed the fees paid by Customer during the six (6) months immediately preceding the act or omission giving rise to a claim by Customer.

15.4 If Customer fails to perform according to the terms of this Agreement or fails to report an error or omission with forty five (45) days after such error occurs, L2P/PC/TMC will not be liable for any loss that could have been avoided if Customer had performed according to such terms.

15.5 L2P/PC/TMC shall have no liability for any negligent design or manufacture of any equipment provided by L2P/PC/TMC and makes no warranty of any kind with respect thereto.

15.6 L2P/PC/TMC assumes no liability for the security of any Internet connection Customer employs in the course of using the Website and Software.

15.7 L2P/PC/TMC shall have no liability for Customer data that is lost or stolen from Customer's computers and Customer shall indemnify L2P/PC/TMC from any claim or loss arising out of or relating to such lost or stolen data.

15.8 L2P/PC/TMC shall have no liability for increased fees or other charges resulting from Customer's use of equipment or website and Software not provided and installed by L2P/PC/TMC.

15.9 L2P/PC/TMC shall not be liable to Customer for delays in data transmission. Customer acknowledges that any losses hereunder are commercial in nature.

15.10 L2P/PC/TMC shall not be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; nonperformance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which L2P/PC/TMC has no control.

15.11 L2P/PC/TMC shall have no liability to Customer arising under or in connection with this Agreement or any action taken or omitted in connection herewith except as otherwise specifically provided herein.

TERM AND TERMINATION

16.1 The initial term for the L2P/PC/TMC services will be for three (3) years from the later of

- a. The date of the Agreement or
- b. Any use of Services including transmission of an ACH, entry of item for re- presentation, or entry of an item for collection. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving sixty (60) days written notice prior to the end of any term.

16.2 Either party shall have the right to terminate this Agreement upon material failure by the other party to perform its responsibilities under this Agreement by giving written notice to that other party of its material failure, provided that material failure has not been corrected within thirty (30) days following receipt of that notice. In the event of fraud or violation of any law, rule or regulation on the part of Customer, L2P/PC/TMC shall have the right to terminate this Agreement immediately. Upon expiration or termination of this Agreement, Customer shall return the Website and Software and all related materials (i.e. Scanner, Endorsement Stamp) received from L2P/PC/TMC under this Agreement. Customer shall also pay all amounts then due and owing to L2P/PC/TMC within thirty (30) days following the effective date of termination. Customer agrees upon its early termination of this Agreement to pay L2P/PC/TMC an early termination fee amount not to exceed \$295.00 or the maximum fee permitted by applicable law.

16.3 Neither the expiration nor termination of this Agreement shall terminate the obligations nor rights of the parties pursuant to provisions of the Agreement which by their terms are perpetual, irrevocable or intended to survive this Agreement.

PARTNER TERMS AND CONDITIONS

17.1 In addition to this Agreement, all Terms and Conditions that are referenced during enrollment are incorporated by reference and agreed to by Customer.

GENERAL PROVISIONS

18.1 Assignment. This Agreement may not be assigned, sublicensed or transferred, in whole or in part, directly or by operation of law, by Customer without L2P/PC/TMC's prior written consent. Any assignment by Customer without the prior written consent of L2P/PC/TMC shall be null and void. L2P/PC/TMC may assign this Agreement without Customer's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.

18.2 Relationship of the Parties. Nothing contained herein shall be deemed to create a partnership, joint venture or any agency relationship between L2P/PC/TMC and Customer, except as expressly set forth herein.

18.3 Severability. If the performance by either party of any provision of this Agreement is determined to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the rules, regulations and policies referenced in Section 13.1 of this Agreement, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) day period, the illegal or violating provision shall be null and void. The determination that any provision of this Agreement is invalid shall cause it to be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect.

18.4 No Waiver of Rights. Any failure of L2P/PC/TMC to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.

18.5 Notice. All notices, requests or other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, national overnight courier, facsimile transmission, or electronic, certified or registered mail, to either party at the respective addresses set forth on the last page of this Agreement, or to such other address as shall be specified in writing by such party to the other party in accordance with the terms and conditions of this Section. All notices, requests or other communications shall be deemed effective

- a. immediately if delivered personally, by electronic mail (email) or by facsimile transmission,
- b. the next business day if delivered by national overnight courier, or
- c. three (3) business days after deposit with the United States Postal Service, postage prepaid, if delivered by certified or registered mail.

18.6 Marketing and Advertising. As a condition of your account registration and use of linked2pay Services, you give linked2pay and its affiliates and business partner's permission to send you administrative and promotional emails to any email address you provide to linked2pay. We will send you information regarding your account activity as well as updates about our products, services, and promotional offers. You may opt-out from these promotional emails by clicking the unsubscribe link provided at the bottom of these emails or by calling us at: 805.604.4472.

18.7 Governing Law and Jurisdiction. This Agreement shall be construed and governed by the laws of the State of California without regard to legal principles related to conflict of laws. Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the Superior Court of the State of California, or the United States District Court for the District of California. Customer hereby agrees and consents to the personal and exclusive jurisdiction of said courts over it as to all such actions, and Customer further waives any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury. In any judicial proceeding arising out of or relating to this Agreement, the prevailing party shall recover, in addition to all damages awarded, all court costs, fees and expenses of experts and reasonable attorney's fees.

18.8 Entire Agreement. This Agreement, together with all applications and order forms added to it, constitutes the entire agreement between the parties regarding the Website and Software licensed under this Agreement. This Agreement may be amended only by a written instrument executed by both parties.

18.9 Changes: L2P/PC/TMC may change the terms of or add new terms to this Agreement at any time in accordance with applicable law. Any such changes or new terms shall be effective when notice thereof is given by L2P/PC/TMC either through written communication or on its website at linked2pay.com