

Authorization For Single Direct Payment (ACH Debit)

Authorize.Net Corp.
915 South 500 East, Suite 200
American Fork, Utah 84003
(801) 818-3311

RE: ACH Authorization for one-time Setup Fee in consideration of the payment gateway account set-up services provided to Company by Authorize.Net Corp. (Authorize.Net).

The Company listed below hereby authorizes Authorize.Net to initiate a debit entry to Company's checking account at the depository financial institution named below, hereinafter called Depository, and to debit the same to such account for the amount listed below. Company acknowledges that the origination of ACH transactions to Company's account must comply with the provisions of U.S. law.

| PAYMENT AND ACCOUNT INFORMATION | |
|--|---|
| Bank Name: _____ | Account Type (circle one): <i>Checking</i> <i>Savings</i> |
| Branch City: _____ | Branch State: _____ ZIP Code: _____ |
| Routing Number (9 digits): _____ | Account Number: _____ |
| Amount: The amount of the Non-Refundable Setup Fee set forth on the Payment Gateway Account Setup Form. | Effective Date: The date that Authorize.Net Corp. receives Company's completed Payment Gateway Account Setup Form and Authorization for Single Direct Payment (ACH Debit). |

This authorization is to remain in full force and effect for this transaction only, or until such time that my indebtedness to Authorize.Net for the amount listed above is fully satisfied. The specific debit to Company's account authorized herein may only post on or after the Effective Date listed above, and in no event may the debit transaction post to Company's account prior to said date.

Company may only revoke this authorization by contacting Authorize.Net directly at the address and phone number listed above, and only in the case that it cancels the set-up services provided by Authorize.Net on the date that Authorize.Net received Company's completed Payment Gateway Account Set-Up Form and Authorization for Single Direct Payment (ACH Debit). **Company further agrees to be bound by the terms and conditions set forth in the current Authorize.Net Service Agreement, incorporated herein by reference, which can be found at: http://www.authorizenet.com/files/Authorize.Net_Service_Agreement.pdf.**

| | |
|--------------------------------|------------|
| _____ | _____ |
| Print Company Name: | Date: |
| _____ | _____ |
| Print Corporate Employee Name: | Signature: |

Please fax a voided check along with your completed form. This will be used to verify the bank account information provided.

| STEP 3: MERCHANT ACCOUNT INFORMATION |
|---|
| What is a Merchant Account? A merchant account is a type of account established with a bank or merchant service provider for the settlement of credit card transactions. Any merchant who wants to accept credit card transactions must establish a merchant account. Internet merchants need a "Card Not Present" merchant account. |
| If you already have a merchant account, complete Appendix A. You DO NOT need to complete Appendix B. |
| If you need a merchant account, complete Appendix B. You DO NOT need to complete Appendix A. |
| If you need help determining if you already have a merchant account or have any other questions, please call the sales department at (866) 437-0476 |

Appendix A: Merchant Account Configuration Form

IMPORTANT: Appendix A must be completed by Merchants with active Merchant Accounts. If you DO NOT yet have a Merchant Account, you need to complete Appendix B.

STEP 1: CREDIT CARD TYPES THAT YOUR MERCHANT ACCOUNT IS CURRENTLY CONFIGURED TO ACCEPT

Accepted Cards (check all that apply): *Visa/MasterCard* *American Express* *Discover* *Diner's Club* *JCB* *Enroute*

STEP 2: MERCHANT ACCOUNT PROCESSOR CONFIGURATION INFORMATION

Instructions: Please provide the requested information for the processor that is associated with your Merchant Account. **You only need to provide information for ONE processor.** If you do not know this information, please contact the Sales Department at 866-437-0476 for assistance.

First Data Corporation (FDC) – Nashville Platform

Merchant ID (MID) (7-11 digits): _____ Terminal ID (TID) (7-11 digits): _____

First Data Corporation (FDC) – Omaha Platform

Merchant ID (MID) (15 or 16 digits): _____

Nova

Bank # / Term BIN (6 digits): _____ Terminal ID (TID) (16 digits): _____

Vital

Acquirer BIN (6 digits): _____ Agent Bank # (6 digits): _____
 Agent Chain # (6 digits): _____ Category Code (4 digits): _____ Terminal ID (TID) (4 digits): _____
 Store # (4 digits): _____ Merchant # (12 digits): _____

Global

Acquirer Inst. ID (Bank ID) (6 digits): _____ Merchant ID (MID) (Usually 16 digits): _____

Paymentech

Client (4 digits): _____ Merchant # (Gensar #) (12 digits): _____ Terminal # (TID) (3 digits): _____

Concord EFS

BuyPass / Terminal # (TID) (6 digits): _____ Merchant ID (MID) (2 digits): _____

CardSystems Solutions

Acquirer BIN (6 digits): _____ Terminal ID (TID) (10 digits): _____

Lynk Systems

Acquirer BIN (6 digits): _____ Store # (4 digits): _____ Terminal # (TID) (4 digits): _____
 Merchant # (12 digits): _____ Merchant Category Code (4 digits): _____
 Market Type (circle one): *E-Commerce* *MOTO* *Retail*

Appendix B: Internet Merchant Account Setup Form

IMPORTANT: Appendix B must be completed by Merchants in need of an Internet Merchant Account. If you ALREADY HAVE an Internet Merchant Account, you do not need to complete Appendix B. Please verify that you have completed Appendix A.

STEP 1: MERCHANT ACCOUNT SETUP

Instructions: If you need an Internet / Card Not Present Merchant Account, you must complete this setup form and fax it with your Payment Gateway Setup Form to the Sales Department at (801) 492-6546.

Authorize.Net has relationships with leading companies in the payment processing industry to help you obtain an Internet / Card Not Present Merchant Account. Authorize.Net will review the information provided and match your application to the Merchant Account provider best suited to serve your particular business.

Please note that this is a pre-application. There may be additional signatures and/or information requested by the account provider “underwriting” your Merchant Account application.

Authorize.Net will contact you with your Login ID and Password. Once your Merchant Account is approved Authorize.Net will also work with the Underwriting Department of the Merchant Account provider to obtain the information needed to allow your Authorize.Net account to process “Live” transactions.

STEP 2: COMPANY OFFICER / OWNER / PRINCIPLE INFORMATION – All fields required regardless of corporate structure of business.

Company Officer / Owner / Principal Name: _____

Title: _____ Date of Birth: _____

Home Address: _____

City: _____ State: _____ ZIP Code: _____

Home Phone Number: _____

Driver's License Number: _____ Driver's License State: _____

Social Security Number: _____ Are there additional owners of the company? Yes No

STEP 3: COMPANY INFORMATION

Date Established: _____ Number of Years in Current Location: _____

Description of Products or Services Sold: _____

URL (Web site address) or eBay Seller ID: _____

Are your customers required to pay a deposit when ordering? Yes No

Do you currently accept credit cards? Yes No If yes, Name of Processor: _____

If you do not now, have you ever accepted credit cards? Yes No If yes, Name of Processor: _____

Reason for Cancellation: _____

Monthly Visa/MC sales (estimate): \$ _____ Average transaction amount: \$ _____

Maximum per transaction amount: \$ _____ (required in order to "underwrite" your Merchant Account)

If you currently accept American Express, what is your 10 digit account number? _____

If you currently accept Discover, what is your 15 digit account number? _____

What is your typical time frame until product/service is delivered? _____

What is your refund/exchange/cancellation policy? (circle one): *All Sales Final* *Exchange Only* *Other*

Number of days that you will issue a full refund? _____

What is your warranty policy? (circle one): *In-House* *Manufacturer Only* *Don't Have One*

Number of days that the product or service is under full warranty? _____

Please include any additional comments you may have about your company, such as shipping, fulfillment, return or warranty policies that may help the bank underwrite your Merchant Account. If your Web site is not complete, please provide a completion time estimate.

A signature below is required to process your application.

AGREEMENT ACCEPTANCE & PERSONAL GUARANTY – Owner's Signature Required

I acknowledge and agree that by signing below and/or clicking the "I AGREE" button that I have read, understand, and agree to be bound by the terms and conditions of the Integrated Payment Services Merchant Application and the Internet Merchant Agreement and its appendices, including without limitation the Integrated Payment Services Pricing and all other fees.

I acknowledge and agree that Authorize.Net and/or its Suppliers may obtain various consumer reports regarding Applicant from third parties, run a check on Applicant and/or obtain other personal or credit information about Applicant. I represent and warrant that I have the full power and authority to bind my company to the Agreement. Regardless of whether or not the Agreement is accepted or rejected, I acknowledge and agree that my personal information will be retained in a fraud detection database.

Owner's Signature: Print Name: Date:

INTERNET MERCHANT AGREEMENT

Welcome to the integrated payment services offered by Authorize.Net Corp. and its suppliers. In order for you, on behalf of your company ("Company") to obtain credit card processing and e-commerce services as described at <http://www.authorize.net/launch/> ("Services") and as provided by Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, LLC (collectively, "Wells Fargo") and other suppliers of the Services, including without limitation Authorize.Net Corp. ("Authorize.Net"), ("Suppliers"), you must agree to and accept the terms and conditions of this agreement and the (together with your application, the Pricing Schedule and the terms and conditions stated on Web pages incorporated by reference herein, the "Agreement"). This Agreement also may be referred to in your Application as your Merchant Card Services Agreements. The terms "Us" or "We" or "Our" as used in this Agreement refers collectively to Wells Fargo and Authorize.Net. This Agreement sets out the terms and conditions under which you may utilize the Services. Please read this Agreement carefully. It is important that you understand that upon your acceptance of this Agreement, it becomes a legally binding contract.

If you are enrolling for Services online, You will be presented with an "I ACCEPT" button. By clicking the "I ACCEPT" button, You represent that You reviewed and understand the Agreement and agree to be legally bound by all its terms and conditions. If you have begun enrollment for Services by executing a paper application ("Application"), your signature on that application is deemed to be your consent to this Agreement. If You do not agree or are not willing to be bound by the terms and conditions of this Agreement, please do not click on the "I ACCEPT" button if you are enrolling online, and do not seek to obtain or use the Services.

NOW THEREFORE, You, on behalf of Your company (except with respect to Section 1 or other references to agreements made by You personally), (collectively, "You" or "Your") agree as follows:

Your Capacity and Related Matters

1.1 Capacity and Accuracy of Information. By accepting the terms and conditions of this Agreement, You represent and warrant that You are an individual at least 18 years of age, that all information You have provided to Wells Fargo and Authorize.Net is true and correct in all respects, and that You will update Wells Fargo and Authorize.Net with any changes to information You have previously supplied. You further represent and warrant that You have the legal authority to accept the terms and conditions of this Agreement on behalf of Your company and that such acceptance will be binding on Your company. You acknowledge that acceptance into the merchant program is subject to final evaluation and approval by Wells Fargo and Authorize.Net. Wells Fargo and Authorize.Net reserve the right to terminate this Agreement. We reserve Our right to refuse to provide You with any Services, with or without notice, if You have supplied any information which is misleading, untrue, inaccurate or incomplete.

1.2 Access to Credit Reports and Information. You authorize Wells Fargo and Authorize.Net and/or their agent(s) to investigate the individual business history of Company and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability in to the Merchant Program and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others.

1.3 Personal Guaranty. You in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo all indebtedness of the Company at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, as well as any extensions, modifications, or renewals thereof. The obligations hereunder are joint and several and independent of the obligations of the Company, and a separate action or actions may be brought and prosecuted against You whether action is brought against Company or any other person, or whether the Company or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you accept this Agreement or sign the Application, regardless of whether Wells Fargo obtains collateral or any guaranties from others or takes any other action contemplated by You.

As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Company or other guarantor; and (iii) the right to require Wells Fargo to proceed against Company or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Company, or of any changes in the Company's financial condition. You also authorize Wells Fargo, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Company or another guarantor; and (c) release or substitute any part to the indebtedness of this guaranty.

You represent and warrant to Wells Fargo that: (a) Wells Fargo has made no representation to You as to the creditworthiness of the Company; and (b) You have established adequate means of obtaining from the Company on a continuing basis financial and other information pertaining to Company's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo shall have no obligation to disclose to You any information or material about the Company which is acquired by Wells Fargo in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo now has or may hereafter have against the Company or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo.

You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo and its successors and assigns.

General Description of the Services and Reserved Rights

2.1 Beginning to Use the Services. Information provided by You during the application process will be automatically routed to Wells Fargo and/or Authorize.Net which will evaluate Your eligibility to receive the Services. If, on the basis of this evaluation, it is determined that You are eligible to receive the Services, You will be notified of Your acceptance and provided with information on activating Your account. Upon Your acceptance for Services, the Agreement will be deemed to be fully executed and will become effective starting on the date of Your acceptance ("Effective Date") except with respect to Your representations and obligations under Section 1 on which We may rely immediately.

YOU AGREE AND ACKNOWLEDGE THAT WELLS FARGO AND/OR AUTHORIZE.NET RESERVE THE RIGHT IN THEIR SOLE DISCRETION TO REJECT YOUR ENROLLMENT FOR THE SERVICES WITHOUT ANY FURTHER OBLIGATION TO YOU.

2.2 Internet Services. Pursuant to this Agreement You appoint Wells Fargo and Authorize.Net, and Wells Fargo and Authorize.Net agree to perform, in accordance with this Agreement, as Your exclusive providers of card transaction services with respect to Card Not Present transactions (as defined by card association rules).

2.3 Options for Card Acceptance. Under this Agreement, You may elect to submit transactions under (1) credit cards, (2) consumer debit cards or prepaid cards, or (3) both, at the pricing set forth at the Pricing Schedule (see section 5.1).

2.4 Changes or Discontinuation of Services. You further understand and agree that Wells Fargo and/or the Suppliers may, in their sole discretion, change, add to, remove, modify and/or discontinue any and all Services with thirty (30) days notice to You, and Wells Fargo and/or the Suppliers will have no liability to You or any third parties in connection with any of the above.

Personal Data Collection and Use

You hereby consent, as a condition of Your enrollment in the Services, to the collection, use, processing and transfer of personal data as described in this paragraph and the Privacy Statements at <http://www.wellsfargosecure.com/> (for personal data collected by Wells Fargo) and <http://www.authorize.net/company/privacy.php> (for personal data collected by Authorize.Net). You understand that Wells Fargo, Authorize.Net and/or the Suppliers may collect and hold personal or non-public information about You (meaning the Company and You, personally), including but not limited to Your name, address, telephone number, e-mail address, date of birth, social security number and/or tax identification number, salary, job title and credit history for the purpose of considering eligibility for Services and/or processing transactions ("Data"). You also understand and agree that Wells Fargo, Authorize.Net and/or the Suppliers may obtain various consumer reports regarding You from third parties, run a credit check or obtain other personal or credit information about You or Your business. You further understand and agree that Wells Fargo, Authorize.Net, Suppliers and/or their agents/contractors may transfer Data among themselves as necessary for the purpose of the provision and management of Services (including maintaining and operating internal fraud detection databases and systems, generally), and that Wells Fargo, Authorize.Net and/or the Suppliers may each further transfer Data to third parties assisting Us in evaluating Your eligibility for, provision of, administration and management of Services, as well as under circumstances described in the Privacy Statement(s). You also understand that Wells Fargo, Authorize.Net and/or the Suppliers may disclose Data as necessary to comply with the requirements of the law or the lawful order of a court or other governmental body.

Password and Implementation Materials.

Promptly on or following the Effective Date, You will be allowed to access and utilize the Services and You will be provided with some information and materials to utilize the Services. Such information and materials and all intellectual property rights associated therewith will remain the property of Wells Fargo, Authorize.Net and/or the Suppliers. You agree to restrict use and access to Your password and log-on ID to Your employees and agents as may be reasonably necessary, and will ensure that each such employee or agent complies with all applicable provisions of this Agreement. You will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to You to utilize the Services. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to You by Wells Fargo, Authorize.Net or the Suppliers.

Payment of the Services Fees.

In consideration of Your access to and utilization of the Services, You agree to pay Services fees ("Services Fees") to Us in accordance with the procedure stated in this Section 5.

Pricing Schedule. You agree to the pricing set forth on the pricing schedule made available or presented to You during the registration process or otherwise ("Pricing Schedule"). You may call customer service with any questions regarding Your pricing.

5.2 Changes to Services Fees; Additional Fees. You acknowledge that We may revise the Pricing Schedule upon at least thirty (30) days advance notice to reflect pricing changes mandated by Visa, MasterCard or other card associations ("Associations"). Customers for whom pricing is based on a pass-through of Association transaction fees acknowledge that any change to such fees by the Associations shall be effective immediately. We may increase Your Chargeback fee without notice in the event Your chargeback percentage exceeds the estimated industry chargeback percentage or if You are identified by one of the Association's Chargeback compliance programs. You are responsible for any fines, penalties, fees or assessments imposed by the Associations based on your improper use of the Services or noncompliance with rules of the Associations ("Association Rules"). In the event Your Visa and MasterCard transaction(s) fail to qualify for the interchange level contemplated in the rates set forth in the Application, You will be billed for the difference between the established rate and the higher rate

and may be billed an additional fee for said nonqualified transactions, plus all fees, penalties, charges and assessments, if any, of Wells Fargo, Authorize.Net, Visa, and MasterCard. The fees set forth in the Pricing Schedule may be adjusted to reflect increases or decreases by MasterCard and/or Visa in Interchange, assessment or other MasterCard and/or Visa fees, or to pass through increases charged by third parties for on-line communications and similar items, if applicable. Additionally, all such adjustments shall be Your responsibility to pay and shall become effective upon the date any such charge is implemented by MasterCard and/or Visa or other third party. Additionally, each foreign Visa/MasterCard transaction submitted will be subject to an international transaction handling fee.

5.3 Discount Rates. We may charge You a Visa/MasterCard discount rate. Discount fees will be based on the gross deposited bank card sales drafts based on an estimated monthly volume and average credit card sale amount, as indicated on the Application. You agree that We may adjust the discount rate to the rate applicable to Your true monthly Visa/MasterCard volume and true average credit card sale amount, to be effective on the first day of the next succeeding month following failure to meet the requirements.

5.4 Designated Account for Deduction of Fees. As part of the enrollment process, You will be required to designate a checking account, also known as a Demand Deposit Account ("DDA") into which Wells Fargo and/or the Suppliers will deposit the net settlement amounts as described below. You agree that Wells Fargo or Authorize.Net may initiate ACH credits and debits to that DDA and to any successor account that You may designate to Wells Fargo or Authorize.Net in writing in connection with such transactions, and in addition, that Wells Fargo and Authorize.Net may collect from that DDA the charges and fees due Wells Fargo or Authorize.Net under the Agreement, including penalties and chargebacks. You further authorize Wells Fargo and Authorize.Net to obtain from the institution at which the DDA is held (this may be a Wells Fargo Bank or another institution) information related to the DDA, including collected balance reports, and to obtain any information deemed by Wells Fargo or Authorize.Net to be reasonably necessary to process debit and/or credit entries to the DDA. Wells Fargo and/or the Suppliers will deposit into the DDA funds received by Wells Fargo and/or the Suppliers on Your behalf from Your customers purchasing the goods and/or services from You on a net settlement basis.

5.5 Insufficient Funds. Wells Fargo and/or the Suppliers will initiate an electronic ACH debit of Your DDA for any outstanding Services Fees and charges against Your DDA following the attempted net settlement. In the event there are insufficient funds in Your DDA following the ACH debit attempt, Wells Fargo and/or the Suppliers will issue a written invoice to You. The invoice must be paid by You within fifteen (15) days following the date of such invoice as instructed in the invoice. A late payment fee of \$15 will be charged by Wells Fargo and/or the Suppliers, and outstanding balances will accrue interest at the rate of 1.5% per month (18% per annum) or, if less, the maximum amount allowed by law. You will be liable to Wells Fargo and/or the Suppliers for any collection costs or attorney fees that are incurred in the event action is taken by Wells Fargo and/or the Suppliers to collect any past due balance of Services Fees.

5.6 Withholding of Receivables as Reserve Fund; Recovery of Losses. Upon any Event of Default as defined in Section 15.2, or in any event that We suffer a loss in connection with processing Your transactions or identify transactions or patterns of transactions which in Wells Fargo's reasonable opinion may be fraudulent or constitute a credit risk to Wells Fargo, We may withhold amounts otherwise payable to You in order to recover such loss or potential losses and while we investigate such transactions or otherwise control Our financial exposure (such withheld amounts may be referred to as a "Reserve Fund"). Wells Fargo may also take such actions as are necessary to collect amounts owed to Us or needed to provide an adequate Reserve Fund wherever funds may be maintained. Wells Fargo is hereby authorized (and any related notice and demand are hereby expressly waived) by You, to set off, recoup and to appropriate and to apply any and all such amounts owing, funds held, account balances and other collateral (collectively, "Collateral") against and on account of Your obligations under this Agreement however arising ("Obligations"), whether such Obligations are liquidated, unliquidated, fixed, contingent matured or unmatured. In the case of any Collateral consisting of a deposit account with a Wells Fargo Bank or any other financial institution, You hereby agree that Wells Fargo shall have control thereof and the depository will (and is hereby authorized to) comply with instructions originated by Wells Fargo directing disposition of funds in the deposit account without further consent by You. You agree to duly execute and deliver to Wells Fargo such additional instruments, documents and agreements as may be reasonably requested to perfect and confirm the rights of set off, recoupment, subordination and control over deposit accounts and other Collateral set forth in this Agreement. In cases of fraud or similar cause, no prior notice shall be required for Wells Fargo's actions under this Section 5.6, but Wells Fargo shall notify You in writing within three business days after effectuating a suspension of credits or other payments or taking a Reserve Fund under this Section, which shall state Wells Fargo's reason for the belief that such fraud or similar cause exists.

5.7 Reserve Account. You expressly authorize Us to establish a reserve account ("Reserve Account") pursuant to the terms and conditions set forth in this Section. The initial amount of such Reserve Account shall be set by Wells Fargo, in Wells Fargo's sole discretion, based upon Your processing history and the potential risk of loss to Us. The Reserve Account shall be fully funded upon three (3) days' notice to You, or in instances of fraud or default, reserve account funding may be immediate. Such reserve account may be funded by all or any combination of the following: (i) one or more debits to Your settlement account or any other accounts held by Wells Fargo or any of its affiliates; (ii) one or more deductions or offsets to any payments otherwise due to You; (iii) Your delivery to Wells Fargo of a letter of credit; or (iv) if Wells Fargo so agrees, You pledge to Wells Fargo of a freely transferable and negotiable certificate of deposit. Any certificate of deposit shall be issued by a financial institution acceptable to Wells Fargo and shall be in a form satisfactory to Wells Fargo. In the event of termination of this Agreement by any party, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by Wells Fargo for the greater of ten (10) months after termination of this Agreement or for such longer period of time as is consistent with Our liability for credit card transactions or ACH electronic system transactions in accordance with Visa U.S.A., Inc. and MasterCard International Incorporated and any other credit card association (collectively "Association") rules and any National Automated Clearing House Association ("NACHA" rules). Your funds held in a Reserve Account may, at Wells Fargo's discretion, be held in a deposit account in Your name or in Wells Fargo's name, or in a commingled account for the reserve funds of Our clients, without involvement by an independent escrow agent. If Your funds in the Reserve Account are not sufficient to cover the chargebacks, adjustments, fees and other charges due from You, or if the funds in the Reserve Account have been released, You agree to promptly pay Wells Fargo such sums upon request.

5.8 Security Interest. To secure all of Your present and future Obligations to Us and Our affiliates (We and Our affiliates may be referred to collectively as "Secured Parties" and individually as a "Secured Party" for purposes of this Section 5.8) under this Agreement and under any other agreement

for provision of related equipment or related services (collectively, "Obligations"), You hereby grant to Secured Parties liens and security interests in all of Your rights to and interests in the following, presently existing or hereafter acquired, and in any interest earned thereon and proceeds thereof (collectively, "Collateral"): (i) the Reserve Account, (ii) the DDA, (iii) any Reserve Fund maintained by Us under Section 5.6 above, (iv) any deposit account now or hereafter maintained by You with Wells Fargo Bank or any other Secured Party, (v) any of Your funds now or hereafter in the possession of Wells Fargo Bank or any other Secured Party, and (vi) all amounts now or hereafter owing to You under this Agreement, or under any other agreement for the provision of related equipment or services. In addition to any rights granted Secured Parties under applicable law, each Secured Party is hereby authorized (and any related notice and demand are hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such amounts owing, funds held, account balances and other Collateral against and on account of Your Obligations, whether such Obligations are liquidated, unliquidated, fixed, contingent matured or unmatured. In the case of any Collateral consisting of a deposit account with Bank, any other Secured Party or any other financial institution, You hereby agree that Secured Parties shall have control thereof and the depository will (and is hereby authorized to) comply with instructions originated by any Secured Party directing disposition of funds in the deposit account without further consent by You. You agree to duly execute and deliver to Secured Parties such additional instruments, documents and agreements as may be reasonably requested to perfect and confirm the liens, security interests in deposit accounts and other Collateral set forth in this Agreement. You agree that Secured Parties may file such financing statements in Your name describing any or all of the Collateral and take such other action as they may require in order to perfect their liens and security interests therein.

5.9 Audit. You hereby grant to Wells Fargo, the Suppliers and/or auditors the right of access to Your books and records and agree to provide assistance at all times during the term of this Agreement for the purposes of allowing Wells Fargo, the Suppliers and/or auditors to conduct an audit and/or verify Your compliance with this Agreement. Wells Fargo, the Suppliers and/or its auditors will not conduct an audit more than three times in any twelve month period and will give You at least five (5) days prior written notice of such audit. The cost of the audit will be borne by Wells Fargo or the Suppliers.

5.10 No Liability for Delays or Errors by Unrelated Third Parties. We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties which are unrelated to Us including but not limited to any Association or NACHA or Your financial institution.

5.11 Non-Visa or MasterCard Issuers. For designated transactions from cards issued by American Express, Novus/Discover, Japanese Credit Bureau (JCB), Diner's Club/Carte Blanche, and other entities, these issuers may be responsible for settlement, chargebacks, and customer service and may charge a separate fee for these services.

Your Obligations, Representations and Warranties

Your Web Site and Access to Services. You are responsible for all costs and management related to Your access to and utilization of the Services, including, but not limited to the operation and management of all software, hardware and equipment. You agree that You are responsible for obtaining any required authorizations or consents from your customers in connection with Transactions, including without limitation to authorization for recurring billings. You also are solely responsible for Your Website including but not limited to Web operations, information security, product support, quality and availability of products and/or services made available at Your site, fulfillment of orders and returns. You will ensure that all customers of Your Website placing an order for product(s) and/or service(s) are timely advised of the status of such purchase(s) including the timely confirmation of all orders via electronic mail.

Your Web Site and Online Activities. You will provide Wells Fargo and Authorize.Net the Web address and a complete and accurate written description of Your online activity utilizing the Services which describes the products and/or services offered by You and a description of the advertising of Your products and services prior to the offering new products and/or services to customers, including any changes to Your Web address and written description of Your online activity as they occur. You acknowledge that You will be solely responsible for (i) Your product(s) and/or service(s); (ii) the Website content; (iii) all representations made in connection with product(s) and/or service(s); (iv) the content and nature of all promotions and advertising; (v) the quality of products and/or services offered by You or on Your Website; (vi) the conformity of Your products or services with any requirements of Association Rules or applicable law; and (vii) ensuring that Your products and services do not infringe or violate the copyright, trademark or other proprietary rights of any party.

No Internet Abuse. You will not engage in any form of Internet abuse, including but not limited to: (i) sending any kind of unsolicited or unwelcome email to a substantial number of network users, anywhere on the Internet; (ii) posting a single article or substantially similar articles to an excessive number of newsgroups or mailing lists; (iii) repeated or deliberate posting of articles that are off-topic according to the charter of the newsgroup or mail list where such articles are posted; and (iv) posting commercial advertising in a conference or newsgroup, unless it is specifically permitted to be posted within that group. You understand that Wells Fargo and the Suppliers may investigate any reported occurrence of potential Internet abuse and take appropriate action, which depending on the circumstances and severity of any such occurrence may include: (a) issuing a warning to You and taking necessary action to minimize any damage; (b) suspending Your right to access and use the Services; and/or (c) immediately terminating this Agreement.

Compliance with Laws, Rules, and Guidelines. You will comply with all applicable laws and regulations in connection with Your access and utilization of the Services, including expressly any and all Association Rules, any and all NACHA rules, or Wells Fargo or Authorize.Net procedures or guidelines as set forth in any Operating Guide, Program Guide, information available at wellsfargosecure.com or the Authorize.Net website, or other document provided to You or made available to You regarding proper use of the Service (any such document, a "Guideline"). In the event of any conflict between the terms of this Agreement and any such Guideline, the terms of this Agreement shall govern. It is an express condition to Our delivery of Services to You that You comply with all applicable laws, regulations, Association Rules and Guidelines. Failure to so comply may be deemed an Event or Default and grounds for termination of Your Agreement.

Compliance with Data Security Requirements. You will: (i) comply with all then-current legal obligations and Guidelines, including without limitation those issued by Associations and the Federal Trade Commission, associated with the collection, security and dissemination of data on Your Website, and expressly including the Visa Cardholder Information Security Program (CISP) (for details of this program log onto www.visabrc.com) and the MasterCard Site Data Protection Program (SDP); and (ii) conspicuously post on Your Website a privacy policy that meets all applicable legal and Association

requirements and is consistent with good business practices with respect to the collection and use of customers' personally identifiable information. If You fail to comply with the requirements of this Section 6.5, Wells Fargo and/or the Suppliers may suspend the provision of Services hereunder immediately upon written notice to You. That notice will explain the basis for such suspension, including measures reasonably calculated to rectify the failure. The suspension will remain in effect and until such time as Wells Fargo and/or the Suppliers are satisfied that You have cured Your failure. You shall not store Cardholder Verification Value 2 (CVV2) information of any cardholder and will be liable for any fines for violation of such Association Rule.

Use of Cardholder Information. Unless You obtain consents from Wells Fargo, Authorize.Net, and each applicable Association, card issuing bank and cardholder, You must not use, disclose, sell or disseminate any cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any chargebacks, retrieval requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. You may not retain or store magnetic stripe data after a transaction has been authorized. If You store any electronically captured signature of a Cardholder, You may not reproduce such signature except upon Wells Fargo's specific request. Association rules prohibit the sale or disclosure of databases containing cardholder account numbers, personal information, or other Visa transaction information to third parties as an asset of a failed business. In such cases, transaction information is required to be returned to the acquiring bank (Wells Fargo Bank, N.A.) or acceptable proof of destruction of this data provided.

Modification in Connection with Association Requirements. Visa and MasterCard Association Rules give Visa and MasterCard certain rights to require termination or modification of this Agreement with respect to transactions involving Visa and MasterCard credit or debit cards ("Cards") and the Visa and MasterCard Card systems and to investigate You. You also acknowledge that issuers of other Cards, for which Wells Fargo and Authorize.Net perform services on Your behalf, may have similar rights under their applicable Association Rules with respect to this Agreement's applicability to transactions involving such other Cards.

No Illegal Use of Services. You will not access and/or utilize the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.

No Processing of Fraudulent Transactions. You will not process a transaction that You know, or should have known, to be fraudulent.

No Use of Services for Other Sellers. You will not use the Services to accept payments on behalf of other sellers.

No Age Verification. You will not use a Credit Card to verify, or assume, the age of any cardholder.

Delivery of Goods. You will be solely responsible for the delivery of all goods and/or services ordered by Your customers and Your customers' satisfaction therewith.

Exchange or Return Policy. You will establish and maintain a fair and uniform policy for the exchange and return of products or services sold. Such policy will include, but not be limited to, the following provisions:

6.13.1 You will provide credit in the same form payment was originally received, upon customer request for return, and will not refund with cash.

6.13.2 All disputes involving the goods or services purchased from You will be settled between You and Your customer. You will indemnify and hold Wells Fargo and/or the Suppliers harmless from any claim or liability relating to any such dispute.

6.13.3 You will provide Wells Fargo and/or the Suppliers, upon demand, with any information, evidence, assignments or other assistance Wells Fargo and/or the Suppliers may need to help resolve any customer billing disputes regarding the nature, quality or performance of the goods or services, or in connection with any return or rejections of such goods and services.

Taxes. You will be solely responsible for properly calculating and remitting to the proper taxing authority all sales, use value-added and other similar taxes due with respect to goods and services purchased from You.

Updates to Your Information. You must update Authorize.Net by contacting Customer Service of any changes to information provided in Your Application.

Record-keeping Obligations. You will keep full and accurate records of Your utilization of the Services and all transactions with Your customers involving the utilization of the Services. You will retain such records for at least twelve months following the termination of this Agreement.

Financial Statements. Upon Wells Fargo's or Authorize.Net's request, You will provide the requesting party quarterly financial statements within 45 days after the end of each fiscal quarter and annual financial statements (audited if requested) within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide such other financial statements and other information concerning Your business and Your compliance with the terms and provisions of this Agreement as Wells Fargo or Authorize.Net may reasonably request within five (5) business days. You authorize Wells Fargo and Authorize.Net to obtain from third parties financial and credit information relating to You in connection with the determination whether to accept this Agreement and the continuing evaluation of the financial and credit status of You. We may also access and use information which You have provided to Us or Our Suppliers for any other reason. You will provide Wells Fargo and Authorize.Net with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of Your total assets not later than three (3) days after You become aware of same. Upon request, You shall

provide to Wells Fargo, Authorize.Net or Our representatives reasonable access to Your facilities and records for the purpose of performing any inspection and/or copying of Your books and/or records deemed appropriate. All information provided or made available to the requesting party pursuant to this Section shall be treated by the receiving party as confidential information and used only for the purposes described in this Section.

Chargebacks

7.1 Responsibility for Chargebacks. You will be solely responsible for all chargeback amounts relating to credit card transactions including, but not limited to where: (i) goods are returned and a proper credit for cardholder is not received by Wells Fargo and/or the Suppliers for processing; (ii) the transaction record is, or is alleged to have been, executed, accepted, endorsed, completed or assigned improperly without authority or not in accordance with the authorization requirements or provisions of this Agreement; (iii) the transaction record is incorrectly completed, incomplete or illegible; (iv) the cardholder disputes the sale, quality or delivery (or availability for pre-arranged pick-up) of goods or the performance or quality of service covered by the transaction record or agreement accepted by such cardholder; (v) multiple transaction records were executed to avoid authorization scrutiny; (vi) the extension of credit for goods sold or rented or services performed was in violation of law or the rules or regulations of any governmental agency, whether federal, state, local or otherwise; (vii) acceptable verification of the applicable transaction cannot be produced by You within ten days of Wells Fargo's and/or the Suppliers' request; (viii) the cardholder asserts any claim or defense which the cardholder has as a consumer of goods or services; (ix) the cardholder disputes the validity of an internet, telephone or mail order card transaction; or (x) the card transaction is otherwise subject to chargeback by the card issuing bank or cardholder in accordance with the applicable law. You may not attempt to obtain multiple authorizations for a single transaction. If a sale is declined, do not take alternative measures with the same Card to obtain an approval of the sale from other authorization sources. Instead, request another form of payment. If You accept and process a transaction that was declined, or attempt multi-transactions and/or multi-authorizations, You are subject to a chargeback and cancellation of Your Agreement.

7.2 Responsibility for Losses from Failure to Produce Transaction Records. You shall reimburse Wells Fargo and/or the Suppliers for any chargebacks, return items, or other losses resulting from Your failure to produce a card transaction record requested by Wells Fargo and/or the Suppliers within the applicable time limits.

Prohibited Activities

You agree that You will not at any time conduct Your business in any manner that directly or indirectly offers, sells, leases, licenses, displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or other Website content, which is: (i) unlawful or violates any applicable local, state, national or international law, ordinance or regulation having the force of law; (ii) pornography or sexually oriented, profane, obscene, vulgar, offensive, lewd; (iii) defamatory, libelous, slanderous, abusive, threatening or harassing towards others; (iv) a multi-level marketing program, chain letter or pyramid scheme; (v) an unfair, unlawful or deceptive business practice; (vi) racially or otherwise offensive, hateful, bigoted or intolerant; (vii) in violation of any privacy or data protection law or right; (viii) infringe or violate any patent, copyright, trademark, trade secret, right of publicity or privacy or other proprietary right under the laws of any jurisdiction; (ix) transmit or deliver in any material that contains viruses, worms, Trojan horses, time bombs and any other harmful or damaging software or other technology or the means for developing any of the above; (x) advocate, promote and/or provide assistance in carrying out violence or any other unlawful activity against any persons or any governments, businesses or other entities; (xi) the subject of any government investigation or proceedings; (xii) any form(s) of gambling; or (xiii) not consistent with prevailing Internet "Netiquette" standards, as determined by Wells Fargo and/or Authorize.Net in their sole discretion.

Your Representations and Warranties

You represent and warrant that (i) all products and/or services offered, sold or otherwise provided on Your Website are made, offered, sold or otherwise provided in compliance with all applicable laws and regulations; (ii) all products and/or services offered, sold or otherwise provided on Your Website do not and will not infringe the copyrights of third parties; (iii) Your Website is in compliance with applicable laws and regulations; (iv) information provided as part of the enrollment process is accurate, complete and current; and (v) You have the power and authority to enter into and perform Your obligations under this Agreement.

Customer Service

Wells Fargo and Authorize.Net will provide You with written instructions regarding access to the customer service department ("Customer Service") for technical and operational questions. In addition, Customer Service contact information will be provided within the Services.

Proprietary Rights

11.1 Rights in Intellectual Property. Wells Fargo and/or the Suppliers will own and retain all of their respective rights, titles and interests in and to all intellectual property embodied in or associated with the design and delivery of the Services, including, but not limited to, content, such as software, graphics, start-up information and materials, designs, methods, architecture, materials, publications, business plans and other tangible intellectual property-based assets of any kind whether in machine readable, printed or other form and including, without limitation, all revisions, enhancements, technical know-how, patents, copyrights, trademarks, moral rights and trade secrets. You expressly acknowledge and agree that the Wells Fargo name and logos, including without limitation the Wells Fargo stage coach and the "red box" logo are the exclusive property of Wells Fargo Bank or its affiliates and may not be used or included in any publication, including customer list or press releases, without the express prior written permission of an authorized officer of Wells Fargo Bank.

11.2 Confidential Information. To protect certain valuable and confidential information ("Information"), which Wells Fargo, Authorize.Net, or Company may disclose to the other party in connection with performance and use of the Services, except as permitted by written consent of the party to which Information belongs (the "Disclosing Party"), the party receiving such Information ("Receiving

