

Checkbook Processing Addendum

This Checkbook Processing Addendum (the “**Checkbook Processing Terms**”) will apply to and become effective upon Merchant’s use of Checkbook payment processing services, as well as the website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto (“**Services**”).

This Card Processing Addendum supplements the Master Payment Services Agreement (“**Agreement**”) between Vantage Card Services, Inc. (“**Vantage**”), and the business entity (“**Merchant**”) set forth on the Merchant Application form (“**Merchant Application**”). Capitalized terms used but not defined in this Card Processing Addendum will have the definitions ascribed to them in the Agreement.

The Services are considered a Third Party Services provided by Checkbook Inc. and other than as supplemented by these Checkbook Processing Terms, all other provisions of the Agreement will remain in full force and effect.

The Services are made available through Checkbook’s website and mobile applications and integrations with third-party websites and mobile applications (“**Platform**”, “**Platforms**”, “**Platform Partners**”). The Platform’s terms of service and privacy policy will apply to Merchant’s use of the Platform, and these Terms and Checkbook’s Privacy Policy will apply to Merchant’s use of the Services. These Checkbook Processing Terms incorporate by reference all policies, notices, and other content that appear on Checkbook’s website at www.checkbook.io and/or any other website(s) as notified by Checkbook (the “**Website**”).

1. Relationship with Checkbook

Checkbook allows individuals, businesses, and nonprofit organizations to register with Checkbook. Merchant must be eighteen (18) years of age or older. Merchant may open a Checkbook account (“**Account**”) for a business or nonprofit organization only if it is legitimate and Merchant has the authority to enter into or accept these Checkbook Processing terms on its behalf. Merchant’s acceptance of these Checkbook Processing Terms constitutes acceptance by the business or nonprofit organization. Each Account must be linked to at least one verified U.S. bank account. To register with Checkbook Merchant needs to provide information, including email address and a self-selected password, in order to create an Account. Merchant is responsible for maintaining the secrecy and security of Merchant’s Account access credentials and for any use of or action taken under them. To register a business or nonprofit organization Merchant has to provide additional information, such as street address, telephone number, tax identification number (or social security number), and date of birth and other identifying information for at least one principal of the business. Merchant agrees to provide supplemental documentation upon request (including but not limited to: articles of incorporation, passports, driver’s license or a business license). Merchant authorizes Checkbook, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third party databases). Merchant specifically authorizes Checkbook to request a consumer report that contains Merchant’s name and address. Merchant must provide accurate and complete information. If Checkbook cannot verify that this information is complete and accurate, Checkbook may deny Merchant’s use of the Service or close Merchant’s Account.

2. E-Sign Disclosure and Consent

By using the Services, Merchant agrees and consents to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “**Communications**”) that Checkbook provides in connection with Merchant’s Checkbook Account and Merchant’s use of the Service. Checkbook will provide these Communications to Merchant by emailing them to Merchant at the primary email address listed in Merchant’s Checkbook Account registration, by emailing Merchant a link or instructions how to access them on a website, or (if permitted by law) by posting them on the Website.

3. Prohibited Activities

By registering with Checkbook, Merchant also confirm that Merchant will not accept payments or use the Service in connection with the following activities, items or services: Adult content, bail bonds, bankruptcy lawyers, check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant, credit counseling or credit repair agencies, credit protection or identity theft protection services, counterfeit or possibly counterfeit goods, debt collection, consolidation, or reduction services, distressed property sales and marketing, door to door sales, drugs, alcohol, or drug paraphernalia, or items that may represent them, factoring, liquidators, bailiffs, bail bondsmen, financial services such as cash advances, loans, prepaid cards, wire transfers, or sales of money orders or foreign currency, gambling or betting, including lottery tickets, casino gaming chips, off-track betting, memberships on gambling-related internet sites and wagers at races, hate, violence, racial intolerance, or the financial exploitation of a crime, internet pharmacies or pharmacy referral sites, inbound or outbound telemarketing businesses including lead generation businesses, multi-level marketing businesses, pyramid or ponzi schemes, pharmaceuticals, including medical marijuana, obscene or pornographic items, prostitution, escort services, massage parlors and other explicit sexually related services, unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same, violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same, weapons, including replicas and/or ammunition, or any embassy, consulate office, or foreign mission related activity. In addition, Merchant may not use the Service for: competing with Checkbook; transferring funds between bank accounts held in the same name. If Checkbook

determines that Merchant has received funds resulting from fraud or a prohibited activity, those funds may be frozen, returned to the payor, or seized.

In addition, if Checkbook reasonably suspects that Merchant's Account has been used for an unauthorized, illegal, or criminal purpose, Merchant give Checkbook express authorization to share information about Merchant, Merchant's Account, Merchant's access to the Checkbook Service, and any of Merchant's transactions with law enforcement.

4. Checkbook's Role and Merchant's Responsibilities

Checkbook provides hosting and data processing services for its users. Checkbook is a Payment Service Provider ("PSP"), not a bank, money transmitter, or Money Services Business ("MSB"), and Checkbook does not offer banking or MSB services as defined by the United States Department of Treasury. Specifically, Checkbook acts as payee's agent in so far as collecting payments/funds from Payors. As a PSP, Checkbook collects, analyzes and relays information generated in connection with payments to and from Vantage's users. Merchant authorizes Checkbook to provide this information to the FSPs that Checkbook partners with, in order for the Financial Service Providers ("FSP") that Checkbook partners with to facilitate payments from/to Vantage's users through the various payment networks ("Card Brand", "Card Brands"), including ACH and/or Check21 and/or VISA and/or Mastercard OCT (Original Credit Transaction), as applicable. As a result Checkbook through its FSP conducts the settlement of Card Brand transactions from/to Vantage's users. Checkbook does not at any point hold or own funds in connection with the Service, nor does Checkbook transmit money or monetary value. In connection with the Service, Checkbook does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. In order to act as a PSP, Checkbook must enter into agreements with Card Brands and FSPs. Merchant is not a third-party beneficiary of these agreements. Each of the Card Brands and FSPs is a third-party beneficiary of these Checkbook Processing Terms and has beneficiary rights, but not obligations, and may enforce these Checkbook Processing Terms against Merchant. Some of these third parties may require a direct agreement with Merchant. If Merchant is required to enter into such an agreement and, if Merchant declines to do so, Checkbook may suspend or terminate Merchant's Account. Depending on the Card Brand chosen for settlement e.g. ACH and/or Check21 and/or VISA/Mastercard OCT, either by Merchant or by Checkbook, Checkbook can and will create a paper version of the Check being used for payment. This paper Check can and will be stored in a vault either onsite or offsite Checkbook's premises. The length of storage of this original Check will be in compliance of statutory regulations and guidelines as applicable. If Merchant is using the Checkbook Recurring Payments or Invoices feature, Merchant agrees that it is Merchant's responsibility to comply with applicable laws, including the Electronic Funds Transfer Act (Regulation E), including by capturing Merchant's customers' agreements to be billed on a recurring basis. Merchant may not resell any hardware provided to Merchant by Checkbook or a third party for use with the Service. Notwithstanding Checkbook's assistance in understanding the Nacha Operating Regulations and Rules, Merchant expressly acknowledges and agrees that Merchant is assuming the risk of compliance with all provisions of the Operating Regulations and Rules, regardless of whether Merchant has possession of those provisions. Checkbook can provide Merchant with excerpted provisions of the Rules upon Merchant's request. Checkbook facilitates payments based on the instructions provided by the originator of the payment. In doing so it does not assume liability for fraud, either on the originator side or the receiver side. Checkbook will use commercially reasonable methods to ensure delivery of the payment(s) per the instructions supplied by the originator of such payment(s). Checkbook is not responsible for incorrect disbursement/collection of payment(s) on the recipient side as long as Checkbook attempted to follow payment instructions supplied by the originator of the payment(s). Specifically, Checkbook is not responsible for fraud, mis-disbursement or other wrongful disposition of funds should the recipient attributes/account be hacked or the recipient's security or privacy be compromised.

5. Merchant's Payment Authorization

Merchant authorizes Checkbook through its FSP to hold, receive, disburse and settle funds on Merchant's behalf. Merchant's authorization permits Checkbook through its FSP to generate a paper draft or electronic funds transfer to process each payment transaction that Merchant authorizes. Merchant authorizes the FSP to initiate electronic Card Brand entries to each bank account for which Merchant inputs or enables the retrieval of the routing number and account number on Checkbook's website, mobile app or any other ingress point such as through one of Checkbook's Partners, and to initiate adjustments for any transactions credited or debited in error. Merchant agree to be bound by the Rules, and Merchant agree that all Card Brand transactions that Merchant initiate will comply with all applicable law. Merchant's authorization will remain in full force and effect until Merchant notify Checkbook that Merchant revoke it by contacting Checkbook Customer Support in accordance with instructions on Checkbook's website or by closing Merchant's Account. Merchant understand that Checkbook requires a reasonable time to act on Merchant's revocation, not to exceed five (5) business days.

6. Underwriting and Sharing Information

Checkbook may share some or all of the information about Merchant and Merchant's transactions with Checkbook's FSP(s), Card Brands and Checkbook's other partners (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with Checkbook, to operate and promote their respective networks, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. At any time, Checkbook, its FSP processor or its other partners may conclude that Merchant will not be permitted to use Checkbook. Merchant agree that Checkbook is permitted to contact and share information about Merchant and Merchant's Account with banks and other financial institutions. This includes sharing information (a) about Merchant's transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update

their customer records about Merchant and to assist them in better serving Merchant, and (d) to conduct Checkbook's risk management process.

7. Payout Schedule

Checkbook through its FSP will transfer funds from Merchant's bank account according to the typical schedule applicable to the specific Card Brand used to transfer the funds. Settlements to a bank account may be limited or delayed based on Merchant's perceived risk and history with Checkbook. If Merchant would like to request an increase to Merchant's settlement limit, please contact Checkbook Support. Upon receiving this request, Checkbook will conduct a review of Merchant's account. Checkbook will consider a variety of factors in making this decision and will make this determination at its sole discretion. Should Checkbook need to conduct an investigation or resolve any pending dispute related to Merchant's Account, Checkbook may defer payout or restrict access to Merchant's funds for the entire time it takes Checkbook to do so, Checkbook may also defer payout or restrict access to Merchant's funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity. Furthermore, if Checkbook or the FSP suspects future returns or disputes as a result of transactions to Merchant's Account, Checkbook may defer payout and/or restrict access to Merchant's funds until Checkbook or the FSP reasonably believes, in their sole discretion, that the risk of receiving a return or dispute has passed. All settlements to Payees are subject to review for risk and compliance purposes and can be delayed or postponed at Checkbook's sole discretion.

8. Taxes

Merchant is responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld, in connection with Merchant's use of the Services. Merchant is solely responsible for collecting, withholding, reporting and remitting correct any taxes to the appropriate tax authority. Checkbook is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report or remit any taxes to any tax authority arising from Merchant's use of the Service.

9. Dormant Accounts

If there is no activity in Merchant's Account (including access or payment transactions) for a period of time Checkbook or Vantage may give Merchant the option of keeping its Account open or close it. If Merchant does not respond to Checkbook's or Vantage's notice within the time period specified in the notice, Checkbook or Vantage may close Merchant's Account.

10. Returns

Merchant owes Checkbook and will immediately pay Checkbook the amount of any return and any associated fees, fines, or penalties assessed by Checkbook's partner FSP(s) or Card Brands. If Merchant does not have sufficient funds in Merchant's Account, Checkbook will have the remedies set forth in "Vantage's Set-off and Collection Rights" below. If Merchant has pending returns or returns, Checkbook through its FSP may delay payouts to Merchant. If Checkbook determines that Merchant is incurring an excessive amount of Returns, Checkbook may establish controls or conditions governing Merchant's Account, including without limitation, by (a) assessing additional fees, (b) creating a Reserve in an amount reasonably determined by Checkbook to cover anticipated returns and related fees, (c) delaying payouts, and (d) terminating or suspending the Service or closing Merchant's Account. Merchant agrees to assist Checkbook when requested, at Merchant's expense, to investigate any of Merchant's transactions processed through the Service. To that end, Merchant permits Checkbook to share information about a return with the payee, the payee's financial institution, and Merchant's financial institution in order to investigate and/or mediate a return. Merchant acknowledges that Merchant's failure to assist Checkbook in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) days of Checkbook's request, may result in an irreversible return. Checkbook reserves the right, upon notice to Merchant, to charge a fee for mediating and/or investigating return disputes.

11. Checkbook's Set-Off and Collection Rights

To the extent permitted by law, Checkbook may set off any obligation Merchant owes Checkbook under these Checkbook Processing Terms (including returns) against any credit in Merchant's Account or against any amounts due to Merchant. All fees are deducted first from the transferred or collected funds and thereafter from Merchant's Account. If Merchant does not have sufficient funds, Checkbook thru its FSP may collect from any funding source associated with Merchant's Account, or from any other Account under Merchant's control, or from any funding source associated with such other Account, including but not limited to any funds (a) deposited by Merchant, (b) due to Merchant under these Checkbook Processing Terms, or (c) available in Merchant's bank account, or other payment instrument registered through Checkbook. Merchant's failure to pay in full amounts that Merchant owe Checkbook on demand will be a breach of these Checkbook Processing Terms. Merchant will be liable for Checkbook's costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1-1/2%) per month or the highest rate permitted by law. In its discretion, Checkbook may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution.

12. Privacy and Security

Merchant's privacy is very important to Checkbook. By agreeing to these Checkbook Processing Terms, Merchant confirms that Merchant has read, understood and accepted Checkbook's Privacy Policy. Checkbook has implemented technical and

organizational measures designed to secure Merchant's personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, Checkbook cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Merchant's personal information for improper purposes. For any Cardholder data transmitted to Checkbook, Checkbook will maintain all applicable PCI DSS requirements to the extent that it possess or otherwise store, process, or transmit cardholder data on Merchant's behalf, or to the extent that Checkbook could impact the security of its customer's cardholder data environment.

13. Termination

If Merchant's Checkbook Account is terminated for any reason or no reason, Merchant agrees: (a) to continue to be bound by these Checkbook Processing Terms, (b) to immediately stop using the Service and to remove all logos from Merchant's website and wherever else they are displayed, (c) that the license provided under these Checkbook Processing Terms shall end, (d) that Checkbook reserve the right (but have no obligation) to delete all of Merchant's information and Account data stored on Checkbook's servers, and (e) that Checkbook shall not be liable to Merchant or any third party for termination of access to the Service, deletion of Merchant's information or Account data, or export of Merchant's information or Account data. Merchant may terminate these Checkbook Processing Terms anytime provided Merchant pay all outstanding bills, dues, charges whether they are per transaction or subscription based. When Merchant close Merchant's Checkbook Account, any pending transactions will be cancelled. Any funds that Checkbook thru it's FSP is holding in custody for Merchant at the time of closure, less any applicable Fees, If an investigation is pending at the time Merchant closes Merchant's Checkbook Account, Checkbook may hold Merchant's funds as described herein. If Merchant are later determined to be entitled to some or all of the funds in dispute, the FSP will release those funds to Merchant. Checkbook may terminate these Checkbook Processing Terms and close Merchant's Checkbook Account for any reason or no reason at any time upon notice to Merchant. Checkbook may also suspend the Service and instruct Checkbook's FSP to suspend access to Merchant's Checkbook Account (including the funds in Merchant's Checkbook Account) if Merchant (a) have violated the terms of the Checkbook's policies or these Checkbook Processing Terms, (b) pose an unacceptable credit or fraud risk to Checkbook, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct. Checkbook will not be liable to Merchant for compensation, reimbursement, or damages in connection with any termination or suspension of the Service. Any termination of these Checkbook Processing Terms does not relieve Merchant of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by Merchant to Checkbook as provided in these Checkbook Processing Terms.

14. Merchant's License

Checkbook grants Merchant a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Service solely to accept and receive payments and to manage the funds Merchant so receive. Merchant will be entitled to download updates to the Service, subject to any additional terms made known to Merchant at that time, when Checkbook makes these updates available. Merchant may not, nor may Merchant permit any third party to, do any of the following: (i) access or monitor any material or information on any Checkbook system using any manual process or robot, spider, scraper, or other automated means unless Merchant have separately executed a written agreement with Checkbook referencing this section that expressly grants Merchant an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from Checkbook; (iii) permit any third party to use and benefit from the Service via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to Merchant under these Checkbook Processing Terms; (v) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by Checkbook's other users, or impose an unreasonable or disproportionately large load on Checkbook's infrastructure.

15. Checkbook's Intellectual Property Rights

The Service is licensed and not sold. The Service is protected by copyright, trade secret and other intellectual property laws. Checkbook owns the title, copyright and other worldwide intellectual property rights in the Service and all copies of the Service. These Checkbook Processing Terms does not grant Merchant any rights to Checkbook's trademarks or service marks, nor may Merchant remove, obscure, or alter any of Checkbook's trademarks or service marks included in the Service. These Checkbook Processing Terms do not limit any rights that Checkbook may have under trade secret, copyright, patent or other laws.

16. Indemnity

Merchant will indemnify, defend and hold Checkbook and its processors and partners harmless (and Checkbook's and their respective employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (a) any actual or alleged breach of Merchant's representations, warranties, or obligations set forth in these Checkbook Processing Terms, including without limitation any violation of Checkbook's policies or the Operating Regulations; (b) Merchant's wrongful or improper use of the Service; (c) any transaction submitted by Merchant through the Service (including without limitation the accuracy of any product information that Merchant provide or any claim or dispute arising out of products or services offered or sold by Merchant); (d) Merchant's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) Merchant's violation of any law, rule or regulation of the United States or any other country.

17. Disclaimer of Warranties by Checkbook

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR

INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY MERCHANT FROM Checkbook OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, Checkbook, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS AND THE BANK (AND THEIR RESPECTIVE SUBSIDIARIES,

AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE

CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET MERCHANT'S REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Checkbook DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY

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

All third party hardware and other products included or sold with the Service are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, Merchant should contact the manufacturer or distributor directly. CHECKBOOK.IO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

18. Limitation of Liabilities and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CHECKBOOK.IO, ITS PROCESSORS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL CHECKBOOK.IO BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR MERCHANT'S CHECKBOOK.IO ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IN NO EVENT WILL CHECKBOOK.IO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF MERCHANT'S USE OF OR INABILITY TO USE THIRD PARTY PRODUCTS OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY MERCHANT FOR THE PRODUCT THAT GIVES RISE TO ANY CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHECKBOOK.IO, ITS PROCESSORS, THE NETWORKS AND THE BANK (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM MERCHANT'S ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF VANTAGE'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, OR ANY DELAY IN PERFORMING CHECKBOOK'S OBLIGATIONS UNDER THESE CHECKBOOK PROCESSING TERMS, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY AN EVENT OR CONDITION BEYOND CHECKBOOK'S CONTROL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL CHECKBOOK.IO, ITS PROCESSORS, AGENTS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO MERCHANT FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY CHECKBOOK IN CONNECTION WITH MERCHANT'S USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CHECKBOOK.IO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from facilities in the United States. Checkbook makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. Merchant may not use the Service if it is a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise

explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

19. Disputes

If a dispute of any kind arises, Checkbook want to understand and address Merchant's concerns quickly and to Merchant's satisfaction. Please contact Checkbook Support at support@checkbook.io with any dispute. If Checkbook cannot resolve Merchant's concerns, Checkbook agree to an informal and inexpensive dispute resolution process requiring individual arbitration.

20. Binding Individual Arbitration

Merchant and Checkbook agree to arbitrate all "Disputes," defined as any claim, controversy or dispute (whether involving contract, tort, equitable, statutory or any other legal theory) between Merchant and Checkbook, including but not limited to any claims relating in any way to these Checkbook Processing Terms (including its breach, termination and interpretation), any other aspect of Checkbook's relationship, Checkbook advertising, and any use of Checkbook software or services. "Disputes" also include any claims that arose before these Checkbook Processing Terms and that may arise after termination of these Checkbook Processing Terms. Notwithstanding the foregoing, Merchant or Checkbook may choose to pursue a claim in court and not by arbitration if Merchant fail to timely pay amounts due. Checkbook may assign Merchant's account for collection, and the collection agency may pursue in any court of competent jurisdiction any claim that is strictly limited to the collection of past due amounts and any interest or cost of collection permitted by law or these Checkbook Processing Terms.

21. Governing Law

These Checkbook Processing Terms and any Dispute will be governed by and construed in accordance with California law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction. This Agreement and any Dispute will be governed by California law and/or applicable federal law..

22. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by Merchant relating to any Dispute must commence within six months after the cause of action accrues.

23. Third Party Services and Links to Other Web Sites

If Merchant decides to use third party services, including one of Checkbook's Platform Partners, Merchant will be responsible for reviewing and understanding the terms and conditions associated with them. Merchant agrees that Checkbook is not responsible for the performance of these third-party services. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Checkbook. Checkbook expressly disclaims any liability for these websites.

24. Marketing

Merchant grants Checkbook the right to use Merchant's company name and logo as a reference for marketing or promotional purposes on Checkbook's website and in other public or private communications or disclosures with its existing or potential customers and investors, subject to Merchant's standard trademark usage guidelines as provided to Checkbook from time to time.

25. Amendment of Agreement

Checkbook has the right to change or add to the terms of these Checkbook Processing Terms at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the software or Service with notice that Checkbook in its sole discretion deems to be reasonable in the circumstances, including notice on its Website or any other website maintained or owned by Checkbook and identified to Merchant. Any use of Checkbook's software or Service after its publication of any such changes shall constitute Merchant's acceptance of such modified. No modification or amendment to these Checkbook Processing Terms shall be binding upon Checkbook unless in a written instrument signed by a duly authorized representative of Checkbook.

26. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

27. Other Provisions

Except as expressly provided in these Checkbook Processing Terms, these terms are a complete statement of the agreement between Merchant and Checkbook for the Services, and they describe the entire liability of Checkbook and its vendors and suppliers (including processors) and Merchant's exclusive remedy with respect to Merchant's access and use of the Service. In the event of a conflict between these Checkbook Processing Terms and any other Checkbook agreement or policy, these Checkbook Processing Terms shall prevail. If any provision of these Checkbook Processing Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. . Checkbook's failure to assert any right or provision under these Checkbook Processing Terms shall not constitute a waiver of such right or provision. Any provision which by its nature should reasonably be expected to continue to apply after termination of these Checkbook Processing Terms shall survive.

Merchant acknowledges and agrees that the Service, including any payout functionality furnished through Checkbook.io or any successor provider, relies on information, credentials, routing numbers, account numbers, e-mail addresses, and other data supplied or approved by Merchant, its payees, or other third parties. The Service does not—and is under no duty to— independently authenticate, confirm, or re-confirm any such information after it is submitted. All payment instructions transmitted via the Service are conclusively presumed to be authorized, accurate, and complete when received, and neither Vantage or Checkbook shall have no responsibility or liability whatsoever for losses, delays, misdirection of funds, or any other harm arising out of (i) the compromise, phishing, spoofing, hacking, or unauthorized use of any e-mail account, network, device, or credential belonging to Merchant, any payee, or any other third party, or (ii) the alteration, redirection, or interception of any payment instruction occurring after the point at which the instruction is transmitted from the Service to Checkbook.io, the applicable payment network, or any other downstream provider. Checkbook and Vantage expressly disclaims, and Merchant expressly assumes, any and all risk of loss arising from (i) the transmission of payment instructions through unsecured or compromised e-mail, (ii) the provision of inaccurate or outdated recipient account details, or (iii) any failure by Merchant or its payees to adopt or follow appropriate security protocols, multifactor authentication, or similar measures. The Company may rely exclusively on the account and recipient information furnished by or on behalf of Merchant, and the Company is under no obligation to investigate, detect, or question the validity, authenticity, or accuracy of any payment instruction, electronic signature, or other communication. The Company shall not be liable for executing, or failing to execute, any payment instruction that appears on its face to have been provided by an authorized user, even if such instruction was in fact unauthorized, fraudulent, or otherwise improper. Merchant shall defend, indemnify, and hold harmless the Vantage and Checkbook and their affiliates, officers, directors, employees, and agents from and against any and all claims, demands, actions, investigations, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any unauthorized, fraudulent, or erroneous payment instruction initiated using Merchant's credentials or systems, (ii) Merchant's failure to implement or maintain appropriate security measures, (iii) any dispute between Merchant and a payee, resident, property owner, vendor, or other third party regarding the validity, timeliness, sufficiency, or accuracy of any payment or refund, or (iv) Merchant's breach of this Agreement or applicable law. The disclaimers, limitations, and indemnification obligations set forth in this "Additional Disclaimers" section shall survive any termination or expiration of the Agreement and shall apply to the fullest extent permitted by law.

LAST UPDATED 10/1/2025