

Last updated: August 17, 2022

The Terms and Conditions described herein constitute a legal agreement (“Agreement”) between you (if your business is a sole proprietorship) or your business (if you are signing up on behalf of a corporation or other legal entity) (“you” or “your”) and Campground Technologies, Inc., organized under the laws of Delaware (“NoRamp”, “we”, “us”, or “our”).

## **1. The NoRamp Service**

The NoRamp payment platform and service (“NoRamp Platform” or the “NoRamp Services”) is a data transmission service that helps merchants (each, a “Merchant”) integrate with a payment processor (the “Processor”) and by transmitting payment data and/or digital asset transmission data to transaction ledgers maintained on blockchain, mediated by smart contract (the “Blockchain Ledger”). You hereby appoint us as your agent to deliver information and instructions on your behalf to the Processor and the Blockchain Ledger, as applicable. NoRamp is not a bank, payment institution, or money services business, but instead, a supplier of the NoRamp Services to Merchants under this Agreement. For the avoidance of doubt, marketplace platforms that integrate the NoRamp Platform are subject to these terms and conditions as Merchants to the extent of receiving payment from their customers via the NoRamp Services and/or the extent of being delivered digital assets as custodian on behalf of third parties.

## **2. The Processor**

The Processor is Stripe, Inc., organized under the laws of Delaware, or its regional affiliate, which is a technical services provider and may offer the services as an agent of one or more financial institutions in the applicable jurisdiction (each, a “Financial Services Provider”). The processing and settlement of Transactions (as defined below) (“Payment Processing”) is carried out by the Processor and any of the Financial Services Providers under a separate [Stripe Connected Account Agreement](#), including the United States [Stripe Services Agreement](#) and the applicable [Financial Services Terms](#), and to the extent you use a payment method that is subject to additional terms, the [Payment Terms](#) (collectively, the “Processor Terms”). By accepting this Agreement, you are also accepting and agreeing to be bound by the Processor Terms, which is the legal agreement between you and the Processor.

NoRamp is not a party to the Processor Terms and is not liable to you in respect thereof. By accepting this Agreement and the Processor Terms, Merchant is agreeing to the creation of an account with the Processor for Payment Processing (the “Processor Account”). We reserve the right to change the Processor, subject to the terms of our agreement with the Processor. In the event of any inconsistency between this Agreement and the Processor Terms, this Agreement shall prevail, except in the event of any inconsistency between this Agreement and the Processor Terms concerning Payment Processing or the Processor Account, in which case the Processor Terms shall prevail. The Processor’s role is to accept and process credit card, debit card and

other types of payments (collectively “Cards”) with respect to sales of products and services through internet-based transactions (“Transactions”).

### **3. Your Role**

To utilize the NoRamp Services, you must register with NoRamp and the Processor and create an account as specified by the Processor and/or NoRamp from time to time (the “NoRamp Services Account”).

### **4. The NoRamp Services**

NoRamp hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to use the NoRamp Services (the “License”). The License shall be for the term of this Agreement only. Neither the License nor any other provision hereof shall grant any rights in the NoRamp Services or other intellectual property rights except the limited License of use set out above.

You shall not: (i) permit any third party to access the NoRamp Services, except as permitted herein, and to carry out Transactions; (ii) create derivative works based on the NoRamp Services; (iii) copy, frame or mirror any part of the content of the NoRamp Services, other than copying or framing for your internal business purposes; (iv) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or trade secrets for any of the NoRamp Services; or, (v) access the NoRamp Services in order to build a competitive product or service.

It is your responsibility to obtain your customers’ consent to be billed for each Transaction in compliance with applicable legal requirements and Visa Europe Ltd., Visa U.S.A., Inc., Visa Canada Inc. and Visa International (collectively, “Visa”), MasterCard International Incorporated (“MasterCard”), American Express or other applicable Card networks’ (such networks being, collectively, the “Payment Networks”) payment rules (the “Payment Network Rules”).

### **5. Assumption of Responsibility**

You assume sole and exclusive responsibility for the use of the NoRamp Services. You also assume sole and exclusive responsibility for Transactions under the Processor Terms. You are solely responsible for verifying the identity of customers and of the eligibility of a presented Card used to purchase your products and services, and NoRamp does not guarantee or assume any liability for Transactions authorized and completed that may later be reversed or charged back. You are solely responsible for all reversed or charged back transactions regardless of the reason for, or timing of the reversal or chargeback. NoRamp or the Processor may add or remove one or more types of Payment Networks or Cards, in their sole discretion, at any time, without prior notice to you.

Further, relative to the Blockchain Ledger, NoRamp solely transmits data to the Blockchain Ledger providing the digital wallet address to which the Blockchain Ledger should then transmit the applicable digital asset. You assume responsibility and hold NoRamp harmless for any failure on the part of the Blockchain Ledger to transmit the applicable digital asset(s).

## **6. Customer Service**

NoRamp will use its commercially reasonable efforts to provide you with customer support to help resolve issues relating to the NoRamp Services. The Processor retains sole and exclusive responsibility for Payment Processing of Transactions, including the settlement of funds, but NoRamp will provide reasonable assistance in liaising between you and the Processor concerning the Payment Processing services. You assume sole and exclusive responsibility for providing customer service or support to your customers for any and all issues related to your products and services, including, but not limited to, issues arising from the processing of Cards through the NoRamp Services.

## **7. Taxes**

You have sole and exclusive responsibility to determine what, if any, taxes apply to the sale of your goods and services and/or the payments you receive in connection with your use of the NoRamp Services ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority, whether in customers' jurisdictions, your jurisdiction or elsewhere. We are not obligated to, nor will we, determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority, arising from any Transaction. NoRamp retains the right, but not the obligation, at its sole discretion, to complete and file tax or related reports with tax authorities regarding Transactions in those jurisdictions where NoRamp deems such reporting necessary. You hereby indemnify and hold NoRamp harmless from and against any and all liability related to Taxes and filings made by NoRamp in respect thereof.

## **8. Your Customers**

If prohibited by law, you will not impose any fee or surcharge on a customer that seeks to use an eligible Card. You will provide an informational slip or receipt to your customer at the conclusion of the Transaction that includes all information required under Payment Network Rules and applicable law.

## **9. Security**

We maintain commercially reasonable administrative, technical and physical procedures to protect any personal information regarding you and your customers that is stored in our servers from unauthorized access, accidental loss, or modification. NoRamp cannot, however, guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes.

## **10. Data Security**

You assume full responsibility for the security of data on your website, on the website of any third party, or otherwise in your possession or control. You agree to comply with all applicable laws and rules in connection with your collection, security, and dissemination of any personal, financial, Card, or Transaction information (collectively, "Data", and as pertains to your customers, "Customer Data"). You agree that at all times you shall be compliant with applicable Payment Card Industry Data Security Standards ("PCI-DSS") and, as applicable, the Payment Application Data Security Standards ("PA-DSS"). You agree to promptly provide NoRamp with documentation evidencing your compliance with PCI-DSS and/or PA-DSS upon request. You also agree that you will use only PCI-DSS and PA-DSS compliant service providers in connection with the storage or transmission of Card information, including a cardholder's account number, expiration date, and CVV2. You must not store CVV2 data at any time. Information on PCI-DSS can be found on the [PCI Council's website](#). It is your responsibility to comply with these standards and all the Payment Network Rules.

## **11. Audit Right**

If NoRamp believes that a security breach, personal data breach, or other compromise of data may have occurred, NoRamp may require you to have a third-party auditor that is approved by NoRamp conduct a security audit of your systems and facilities and issue a report to be provided to NoRamp and, at NoRamp's discretion, to the Processor, its Financial Services Provider, Payment Networks, and law enforcement, at your sole cost and expense.

## **12. Privacy**

Your privacy and the protection of your data are very important to us. You acknowledge that you have received, read in full, and agree with the terms of our [Privacy Policy](#), our [Data Processing Addendum](#), and the [Processor's Privacy Policy](#). Our Privacy Policy and Data Processing Addendum are hereby incorporated into this Agreement. NoRamp's Privacy Policy and the Processor's Privacy Policy contain important information about the collection, use, retention, and disclosure of personal information, as well as other important matters, and explains how and for what purposes we and the Processor collect, use, retain, disclose and safeguard the information you provide to us. You agree that NoRamp's Privacy Policy and the Processor's Privacy Policy may be modified at NoRamp's or the Processor's option, if necessary, and you will check each Privacy Policy on a regular basis. You also acknowledge that the Processor is required to report your business name and the name of your principals to the Member Alert to Control High-Risk merchants list of MasterCard ("MATCH List") maintained by MasterCard and accessed and updated by American Express, to the VMAS database upheld by Visa Europe, and/or to the Consortium Merchant Negative File maintained by Discover, if applicable, pursuant to the requirements of the Payment Network Rules. Additionally, you agree that NoRamp's collection, use, retention, and disclosure of personal information is subject to our Data Processing Addendum.

We will at all times comply with the provisions of applicable data protection law, including the EU General Data Protection Regulation (“GDPR”), as applicable. If we process any of your personal data when performing our obligations under this Agreement, we will do so as a “data controller”, as defined by the GDPR. If we process any Customer Data on your behalf, we and you both agree that it is our intention that you shall be the “data controller” and we shall be the “data processor” in relation to that data, as those terms are defined in the GDPR. We shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by you to us from time to time. Additionally, you acknowledge that the Processor acts as a “data controller”, or as otherwise agreed between you and the Processor, with regards to any personal data that they may process under this Agreement and that we are not responsible for how they process such data.

We will notify you (within a reasonable time frame) if we receive a request from a person to have access to, or to erase that person’s personal data, a complaint or request relating to your obligations under applicable data protection legislation, or any other communication relating directly to the processing of any personal data in connection with this Agreement. You acknowledge that such requests may be subject to independent legal retention or confidentiality requirements, as permitted by the GDPR.

We will provide you with reasonable co-operation and assistance in relation to any complaint or request made in respect of any personal data processed by us on your behalf, including by providing you with details of the complaint or request, helping you to comply with any data subject access requests (within the relevant timescales set out in applicable data protection legislation), and providing you with any personal data we hold in relation to a person making a complaint or request (again, within a reasonable timescale).

You acknowledge that we are relying on you for direction as to the extent to which we are entitled to use and process the personal data in the Customer Data that you provide us with. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instruction.

Where a data subject is located in the U.K. or the European Economic Area, in order to process, use, record, and disclose your personal information, information related to your business, and Data, we or our agents may transfer such information to and receive it from the Processor, its Financial Services Provider, or their respective agents and, in so doing, we may transmit or possess it outside of your jurisdiction.

Additionally, in order to provide the NoRamp Services, we may use a variety of third party “sub-processors” that fall into many broad categories. By using the NoRamp Services, you consent to our use of sub-processors.

### **13. Privacy of Others**

You represent to us that you are in compliance with all applicable privacy laws and that you maintain a publicly accessible privacy policy that accurately discloses how you collect, use, and disclose personal data, including through the NoRamp Services. Additionally, you represent to us that you have obtained all necessary rights and consents under applicable law to allow us and the Processor to collect, use, retain, and disclose any Customer Data that you provide to, or authorize us to collect, including information that we may collect directly from you or your customers via cookies or other means and to use that data to provide the NoRamp Services (e.g., to process Transactions and to screen for fraud or compliance purposes).

Further, you represent that we will not be in breach of any such laws by collecting, receiving, using, and disclosing such information in connection with the NoRamp Services as described in our Privacy Policy. As between the parties to this Agreement, you are solely responsible for disclosing to your customers that we will collect and process their Customer Data in our supply of the NoRamp Services to you, and that in so doing we may transmit or possess it outside of your or their jurisdiction, and that it may be subject to disclosure as required by applicable law. If you receive information about others, including cardholders and other customers, through the use of the NoRamp Services, you must keep such information confidential and only use it in connection with the NoRamp Services or as otherwise permitted by the subject of such information.

You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the subject thereof to do so. You may not disclose Customer Data to any third party other than in connection with processing a Transaction requested by your customer.

### **14. Restricted Use**

You are required to obey all laws, rules, and regulations applicable to your use of the NoRamp Services (e.g., including those governing financial services, consumer protections, unfair competition, anti-discrimination, or false advertising). In addition to any other requirements or restrictions set forth in this Agreement, you shall not: (i) utilize the credit available on any Card to provide cash advances to cardholders; (ii) submit any Transaction for processing that does not arise from your sale of goods or service to a customer; (iii) act as a payment intermediary or aggregator or otherwise resell the NoRamp Services on behalf of any third party; (iv) send what you believe to be potentially fraudulent authorizations or fraudulent Transactions; (v) use the NoRamp Services or the Payment Processing services in a manner that a Payment Network

reasonably believes to be an abuse of the Payment Network or a violation of the Payment Network Rules; or, (vi) work around any of the technical limitations of the NoRamp Services or NoRamp's checkout, use any tool to enable features or functionalities that are otherwise disabled in the NoRamp Services, or decompile, disassemble, or otherwise reverse engineer the NoRamp Services, except to the extent that such restriction is expressly prohibited by law.

You further agree not to permit any third party to do any of the following: (i) access or attempt to access our systems, programs, or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute, in any way, material from us; (iii) permit any third party to use and benefit from the NoRamp Services via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the NoRamp Services or NoRamp's checkout, use any tool to enable features or functionalities that are otherwise disabled in the NoRamp Services, or decompile, disassemble, or otherwise reverse engineer the NoRamp Services, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the NoRamp Services, prevent access to or use of the NoRamp Services by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or, (vii) otherwise use the NoRamp Services except as expressly allowed under this section.

We reserve the right to not provide the NoRamp Services in respect of any Transaction you submit that we believe, in our sole discretion, is in violation of this Agreement, any other NoRamp or Processor agreement, or applicable law, or exposes you, NoRamp, the Processor, or any other third party to actual or potential risk or harm, including, but not limited to, fraud and other criminal acts. You are hereby granting us authorization to share information with law enforcement about you, your Transactions, or your NoRamp Services Account.

### **15. Payment Network Rules**

The Payment Networks have established guidelines, bylaws, rules, and regulations in the form of the Payment Network Rules. You are required to comply with all applicable Payment Network Rules. The Payment Network Rules for Visa, MasterCard and American Express are available on the Internet at the following links: [Visa](#), [MasterCard](#) and [American Express](#). The Payment Networks may amend the Payment Network Rules at any time and without notice to us or to you. Insofar as the terms of this Agreement and/or the Processor Terms are inconsistent with the Payment Network Rules, the Payment Network Rules shall prevail. We reserve the right to amend this Agreement at any time, with notice to you, as may be necessary to comply with the Payment Network Rules.

### **16. Getting a NoRamp Services Account**

To use NoRamp for your business, you are required to register for a NoRamp Services Account. When you register for a NoRamp Services Account, we will collect information such as your

name (if you are a sole proprietor), your business or trade name, your address, email, phone number, business identification or registration number, and certain other information that we require. You understand that by registering for a NoRamp Services Account, you are also registering for a Processor Account under the Processor Terms and that you are simultaneously providing your information to NoRamp for the purpose of opening a NoRamp Services Account, and to the Processor for the purpose of establishing your Processor Account.

### **17. Designated Country**

In registering for a NoRamp Services Account, you are obliged to identify the location from where you are operating the business that will use the NoRamp Services. Use of the NoRamp Services may be restricted to businesses located to or operating in certain countries, in the discretion of NoRamp or the Processor.

### **18. Processing Card Transactions and Receiving Your Funds**

You agree to pay the fees for processing that are established on the NoRamp Platform from time to time, which are incorporated herein by reference (the "Processing Fees"). Processing Fees shall be collected from you by the Processor on our behalf in accordance with the terms of the [Stripe Connected Account Agreement](#). You are obligated to pay all applicable taxes, fees and other charges imposed by any governmental authority, including, without limitation, any value added tax, goods and services tax, harmonized sales tax and/or provincial or territorial sales tax, on the NoRamp Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us. We reserve the right to change the Fees at any time, including, without limitation, if no Fees are being assessed at the time that you enter into the Agreement. If you continue to use the NoRamp Services and the Processor Services for such thirty (30) days, then you are deemed to have accepted the change in Fees. In addition to the Fees, you are also responsible for any penalties and fines imposed on you or on us by any bank, money services business, payment network, financial institution, or other financial intermediary resulting from your use of the NoRamp Services in a manner not permitted by this Agreement or by such financial intermediary's rules and regulations.

### **19. Our Collection Rights**

As security for performance of your obligations under this Agreement, you grant us a first priority lien and security interest on all funds processed and deposited into all Payout Accounts (as defined in the Processor Terms), and any other bank accounts associated with your NoRamp Services Account, and in any funds processed using the Payment Processing services. These security interests and liens will secure payment and performance of all of your obligations under this Agreement and any other agreements now existing or later entered into between us and you, including, without limitation, your obligation to pay any amounts due and owing to us. You will execute, deliver and pay the fees for any documents we request to create, perfect, maintain, and



enforce this security interest.

To the extent permitted by law, we may collect any obligations you owe us under this Agreement by requesting that the Processor deduct the corresponding amounts from funds payable to you arising from the settlement of Transactions. Fees will be assessed at the time a Transaction is processed and will be first deducted from the funds received for such Transaction. If these amounts are not sufficient to meet your obligations to us, we may charge the payment method associated with your NoRamp Services Account for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including, without limitation, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

You or NoRamp may elect to contest chargebacks assessed to your account. NoRamp may provide you with assistance, including notifications and software to help contest your chargebacks. We do not assume any liability for our role or assistance in contesting chargebacks. You grant us permission to share records or other information required with the cardholder, the cardholder's financial institution, and your financial institution to help resolve any chargeback. You acknowledge that your failure to provide us with complete and accurate information in a timely manner may result in an irreversible chargeback being assessed. If the cardholder's issuing bank or the Payment Network does not resolve a dispute in your favor, we may recover the chargeback amount and any associated fees from you. We reserve the right, upon notice to you, to charge a fee for mediating or investigating chargeback disputes.

## **20. Termination and Other General Legal Terms**

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance or using the NoRamp Services) and continues so long as you use the NoRamp Services or until terminated by you or by NoRamp. You may terminate this Agreement by closing your NoRamp Services Account at any time by following the instructions on our or the Processor's website. We may terminate this Agreement and close your NoRamp Services Account at any time, for any reason, upon notice to you. We may suspend your NoRamp Services Account and your access to the NoRamp Services and any rights in respect of your NoRamp Services Account, or terminate this Agreement, at any time, for any reason, including if: (i) we determine that you may be ineligible for the NoRamp Services because of the risk associated with your NoRamp Services Account, including, without limitation, significant credit or fraud risk, or for any other reason; (ii) you do not comply with any of the provisions of this Agreement or the Processor Terms; or, (iii) upon request of the Payment Network, the Processor, or a Card issuer. Termination of the Processor Terms may, at the discretion of NoRamp, result in a termination of this Agreement. Termination of this Agreement shall entitle NoRamp to cause the Processor to terminate the Processor Terms.

If the Processor terminates the Processor Terms or indicates its intention to do so, or if you elect to cease processing with such Processor, we have the right, but not the obligation, to offer you a substitute payment processor that is integrated with the NoRamp Services Account. Upon your acceptance of the terms of service of such substitute payment processor, they shall be deemed to have replaced the Processor contemplated herein, provided that your liabilities to the Processor herein shall not be diminished on account of accepting the terms of the substitute payment processor.

Upon termination and closing of your NoRamp Services Account, we will immediately discontinue your access to the NoRamp Services. You agree to complete all pending Transactions, immediately remove all logos for Cards, and stop accepting new Transactions through the NoRamp Services. You will not be refunded the remainder of any Fees that you have paid for the NoRamp Services if your access to or use of the NoRamp Services is terminated or suspended. Any funds in the Financial Services Provider's custody will be paid out to you subject to the terms of your Payout Schedule (as defined in the Processor Terms). Termination does not relieve you of your obligations as defined in this Agreement, and the Processor may elect to continue to hold any funds deemed necessary, pending resolution of any other terms or obligations defined in this Agreement, including, but not limited to, chargebacks, fees, refunds, or other investigations or proceedings.

Upon termination you agree: (i) to immediately cease your use of the NoRamp Services; (ii) to discontinue use of any NoRamp or Processor trademarks and to immediately remove any NoRamp or Processor references and logos from your website and/or physical location, if applicable; (iii) that the license granted under this Agreement shall end; (iv) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (v) that we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the NoRamp Services, or any termination or suspension of the NoRamp Services, or deletion of your information or account data; and, (vi) that you will still be liable to us for any fees or fines, or other financial obligation incurred by you or through your use of the NoRamp Services prior to termination.

## **21. Ownership**

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

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and

service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

## **22. Liability and Indemnification**

Nothing in this Agreement shall serve to diminish your liability under the Processor Terms. You are obliged to fulfill your obligations under this Agreement and those under the Processor Terms.

Insofar as NoRamp becomes liable to the Processor or any other third party for any penalties, fines, fees, or other liabilities under or in respect of the Processor Terms, the NoRamp Services, the Payment Processing services, or the Payment Network Rules, you agree to indemnify and hold NoRamp harmless from and against any and all such liabilities.

You agree to indemnify and defend NoRamp, our affiliates, and their respective employees, agents and service providers (each, a “NoRamp Entity”) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a “Claim”) brought by a third party against a NoRamp Entity, and you agree to fully reimburse the NoRamp Entities for any Claims that result from: (i) your breach of any provision of this Agreement; (ii) any fees, fines, penalties, disputes, reversals, returns, chargebacks (as such terms are defined in the Processor Terms), or any other liability we incur that results from your use of the NoRamp Services; (iii) negligent or willful misconduct of your owners, employees, contractors, or agents; (iv) contractual or other relationships between you and your customers; or, (v) third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions, including, but not limited to, indemnification of the Processor or any Payment Network.

We will have the final decision-making authority with respect to Claims, including, without limitation, claims for refunds for purchased items that are filed with us by you or your customers. You will be required to reimburse us for your liability. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of any Fees paid to us.

## **23. Your Representations, Warranties and Covenants**

You represent and warrant to us that: (i) if you are a sole proprietor, you are at least eighteen (18) years of age or, if you are a corporation or other entity, that the person entering into this Agreement on your behalf is at least eighteen (18) years of age, is authorized to act on your behalf, and has the authority to bind you to this Agreement; (ii) you are eligible to register and use the NoRamp Services and have the right, power, and ability to enter into and perform under this Agreement; (iii) the name identified by you when you registered is your name or business name under which you sell goods and services and the information that you have provided to us

is accurate and complete; (iv) you are not a member of an organized crime group, a party who has been a member of an organized crime group in the past five years, a quasi-member of an organized crime group, a corporate racketeer, or other similar party, nor are any of your officers or employees a member of the foregoing; and, (v) you will not carry out, nor use a third party to carry out, any of the following unlawful acts: (a) the act of making violent demands; (b) the act of making unreasonable demands exceeding legal responsibilities; (c) the act of using threatening behavior or violence in relation to a transaction; (d) the act of spreading rumors, using fraudulent means, or using force to harm the other party's reputation or obstruct the party's business; (e) the act of selling products for the purpose of money laundering; (f) the act of using a Card held by you for a sale without reasonable grounds or another act similar to those set forth in (a) through (f).

You hereby covenant to us that: (i) any Transactions submitted by you will represent a bona fide sale by you; (ii) any Transaction submitted by you will accurately describe the goods and/or services sold and delivered to a customer; (iii) you will fulfill all of your obligations to each customer for which you submit a Transaction and will resolve any disputes or complaints directly with your customers; (iv) you and all Transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including, but not limited to, any applicable tax laws and regulations; (v) except in the ordinary course of business, no Transaction submitted by you through the NoRamp Services will represent a sale to any principal, partner, proprietor, or owner of your entity; (vi) you will not use the NoRamp Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the NoRamp Services; and, (vii) any information you provide to us will be accurate and complete.

#### **24. NO WARRANTIES**

THE NORAMP SERVICES AND ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USE OF THE NORAMP SERVICES IS AT YOUR OWN RISK.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE NORAMP SERVICES OR FROM: (I) NORAMP; (II) THE PROCESSOR, SUPPLIERS OR LICENSORS OF NORAMP OR THE PROCESSOR; OR, (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE (COLLECTIVELY, THE "DISCLAIMING ENTITIES" AND INDIVIDUALLY, A "DISCLAIMING ENTITY"), WILL CREATE ANY WARRANTY. YOU SPECIFICALLY ACKNOWLEDGE THAT WE DO NOT

HAVE ANY CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR WITH THE NORAMP SERVICES, AND WE CANNOT ENSURE THAT YOUR CUSTOMERS WILL COMPLETE A TRANSACTION OR ARE AUTHORIZED TO DO SO. WITHOUT LIMITING THE FOREGOING, THE DISCLAIMING ENTITIES DO NOT WARRANT THAT: (I) THE INFORMATION THEY PROVIDE OR THAT IS PROVIDED THROUGH THE NORAMP SERVICES IS ACCURATE, RELIABLE OR CORRECT; (II) THE NORAMP SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE NORAMP SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (IV) THE NORAMP SERVICES WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (V) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR, (VI) THE NORAMP SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY SUBJECT MATTER DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE NORAMP SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. THE DISCLAIMING ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT HOW LONG WILL BE NEEDED TO COMPLETE THE PROCESSING OF A TRANSACTION.

THE DISCLAIMING ENTITIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE NORAMP SERVICES, OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NEITHER NORAMP, THE PROCESSOR, NOR THE FINANCIAL SERVICES PROVIDER WILL BE A PARTY TO, OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

**25. Limitation of Liability and Damages**

IN NO EVENT SHALL A DISCLAIMING ENTITY (AS DEFINED ABOVE) BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT OR THE NORAMP SERVICES, INCLUDING, WITHOUT LIMITATION, THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE NORAMP SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE DISCLAIMING ENTITIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE NORAMP SERVICES OR YOUR NORAMP SERVICES ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

THE DISCLAIMING ENTITIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE NORAMP SERVICES; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS USED IN CONNECTION WITH THE NORAMP SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE NORAMP SERVICES; (IV) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE NORAMP SERVICES; (V) ANY ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION, FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR INFORMATION, IN EACH CASE POSTED, EMAILED, STORED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE NORAMP SERVICES; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, THE DISCLAIMING ENTITIES' CUMULATIVE LIABILITY TO YOU SHALL BE LIMITED TO DIRECT DAMAGES, AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID BY YOU TO NORAMP DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS. THE LIMITATIONS APPLY EVEN IF NORAMP OR THE PROCESSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE PROVISIONS OF THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The NoRamp Services are controlled and operated from facilities in the United States. We make no representations that the NoRamp Services are appropriate or available for use in other locations. Those who access or use the NoRamp Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and foreign and local laws and regulations, including, but not limited to, export and import regulations. You may not use the NoRamp Services if you are a resident of a sanctioned country embargoed by the United States.

## **26. Disputes, Choice of Law, Jurisdiction, Venue and Miscellaneous**

You agree that any disputes arising out of or relating to this Agreement or the NoRamp Services shall be resolved in accordance with this Section.

This Agreement is governed by the laws of Delaware. The exclusive venue for any actions or claims arising under or related to this Agreement shall be a court of competent jurisdiction in Delaware.

Headings are included for convenience only and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the NoRamp Services or software with notice that we in our sole discretion deem to be reasonable in the circumstances. Any use of the NoRamp Services after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction.

No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations under Sections C1 or D5, including, without limitation, for reversals, chargebacks, claims, fines, fees, refunds or unfulfilled products and services.

These terms and conditions, and all policies and procedures that are incorporated herein by reference, constitute the entire agreement between you and NoRamp with respect to the provision of the NoRamp Services. Except as otherwise set out herein, in the event of a conflict between this Agreement and any other NoRamp or Processor agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. Except as expressly provided in this Agreement, these terms describe the entire liability of NoRamp and our vendors and suppliers and sets forth your exclusive remedies with respect to the NoRamp Services and your access and use of the NoRamp Services. If any provision of this Agreement (or portion thereof) is held to be 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.

This Agreement has been reviewed by you with the benefit of independent legal counsel to the extent you consider necessary, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement. The rights conferred upon us in this Agreement are not intended to be exclusive of each other or of any other rights and remedies we may have at law or in equity. Rather, each and every right we may have under this Agreement, at law or in equity, is cumulative and concurrent, and in addition to every other right.