

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the “Agreement”) by and between Pinpoint Intelligence, LLC dba Pinpoint Payments (“Provider”), a Delaware limited liability company, and “User” (each a “Party” and collectively, the “Parties” to this Agreement.)

WHEREAS, Provider is in the business of providing or reselling card-not-present merchant protection and payment processing services (“Services”) related to gateways, point of sale, fraud protection, alerts, chargeback mitigation, and other functions; and

WHEREAS, User wishes to obtain from Provider certain Services, and Provider is willing to provide such Services to User subject to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions, intending to be legally bound:

SERVICES

Schedules. User may purchase individual Services as made available from time to time from Provider by entering into mutually executed Schedules with Provider (“Schedule”). Each Schedule has terms that apply to the specific Service ordered. If there is any conflict between the terms of this Agreement and the Schedule, the terms of the Schedule prevail to the extent of the conflict. Otherwise, each Schedule automatically incorporates all the terms and conditions of this Agreement, including the Pinpoint Intelligence Fraud enrollment form. Each Schedule constitutes a new purchase by User, subject to the terms set forth. Individual Schedules cannot be assigned or transferred by User. By executing a new Schedule, the Parties are deemed to agree to the terms and conditions set forth.

Availability. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to provide the Services twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Notwithstanding the foregoing, User recognizes that: (a) Provider may provide the Services on a resale basis, and the Services may become unavailable due to Provider’s inability to procure the Service offering from Provider’s vendor; and (b) the Services may otherwise be unavailable from time to time for a number of reasons including, without limitation, equipment malfunctions, periodic maintenance, causes beyond the control of Provider, or which are not reasonably foreseeable by Provider, including, without limitation, interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, or other failure.

Use of Services. User agrees that it will only use the Services for the specific purpose for which the Service has been provided. Without limiting the foregoing, User shall not utilize the Services or any data provided to User in connection with the Services for (a) any third party; (b) any reverse-engineering of technology or algorithms; (c) analyzing or compiling any data or identifying patterns therefrom; or (d) avoiding legal or regulatory compliance obligations. All patents, copyrights, trademarks, trade secrets, computer programs, related documentation, technology, know-how, processes and other intellectual property (collectively, the “Intellectual Property”) developed by or used by Provider in connection with Provider’s performance of the Services remains the sole property of Provider and/or its vendors or licensors, as applicable.

Specific Transactions. User hereby assumes all risk and all financial or other liability for any refunds, reversals, chargebacks, or other such activity resulting from or associated with the transactions connected with the Services provided under this Agreement. In furtherance of the foregoing, User shall pay any and all fees associated with any reversals, refunds, chargebacks, or other activity resulting from the Services provided under this Agreement.

Cooperation. User agrees to provide to Provider reasonable cooperation, information, feedback and assistance as is reasonably necessary or desirable for Provider to be able to properly perform the services set forth above.

Customer Data. User acknowledges and agrees that, to the extent required to provide the Services, Provider may access the contents of data related to User's transactions with its customers, which data may include personally identifiable information and/or Cardholder Data (as that term is defined by the then-current Payment Card Industry Data Security Standard) ("Customer Data"). User shall be responsible for obtaining from its customers any consents necessary for Provider to access Customer Data and solely liable for the legal adequacy of obtaining such consents. As between Provider and User, User retains all ownership, interest, and title in and to the Customer Data. Notwithstanding the foregoing, Provider may convert Customer Data into any hashed or encoded representations ("Digest Form") of Customer Data for statistical analysis and/or fraud prevention purposes, and Provider shall retain all ownership, interest, and title in and to all data converted into Digest Form.

Non-Exclusive. User acknowledges that the Services are provided on a non-exclusive basis, and that Provider and its personnel will perform similar services for other customers in their sole discretion.

TERM AND TERMINATION

Term. This Agreement shall commence on the Effective Date and shall continue in effect unless terminated: (i) by mutual, written agreement of the Parties, (ii) by the non-breaching Party, in the event of a material breach of this Agreement or any Schedule by the other Party, which breach is not cured within ten (10) days (five (5) days in case of a payment breach) of receipt by the breaching Party of written notice of such breach from the other Party, or (iii) by either Party by providing thirty (30) days' prior written notice in the event there is no active Schedule under this Agreement. Each Schedule to this Agreement shall be effective on the date when both Parties have executed the Schedule or such other date as set forth in the Schedule and shall continue in effect until the earlier of (i) the expiration of the term of such Schedule as set forth in the executed Schedule, (ii) termination of the Schedule by mutual, written agreement of the Parties, (iii) termination of the Schedule by the non-breaching Party in the event of a material breach of this Agreement as it relates to such Schedule by the other Party, which breach is not cured within ten (10) days (five (5) days in the case of a payment breach) of receipt of written notice of such breach from the non-breaching Party, or (iii) termination of the Agreement.

Effect of Termination. Termination shall be without prejudice to the rights, remedies, obligations, and liabilities of either Party which may have accrued on or at any time up to the date of termination. Upon termination of the Agreement, all Schedules under it shall terminate and User shall cease all using the Services, and shall return or destroy all copies of any Confidential Information that is in the possession or control of User. Upon termination of a Schedule, User shall cease using the Services pursuant to that Schedule.

FEES AND PAYMENTS

Fees. User agrees to pay the fees set forth on each executed Schedule. Fees are non-refundable. Provider may suspend Services or curtail access or use of Services if the applicable fees have not been timely paid, and the delinquency is not cured within five (5) days of notice from Provider to User of the delinquency.

Payments. User agrees to pay the fees set forth above in accordance with the payment terms set forth in the applicable Schedule, without set-offs. To the extent that a Schedule requires that User deposit and maintain an advance against fees, payment of such advance shall be a condition of the provision of Services.

Taxes. User shall be solely responsible for payment of any sales, use, value added, services, internet and other federal, state and local taxes and assessments applicable to the entering into this Agreement or a Schedule. User acknowledges that Provider will not invoice or collect any such taxes and assessment.

CONFIDENTIALITY

Neither Party shall disclose the terms of this Agreement, or confidential or proprietary information ("Confidential Information") of the other to any third party, except to its lawyers, accountants or other employees or related professionals as such may be necessary, or in connection with any government request or court proceedings.

stemming herefrom or relating hereto, without the express written permission of the other Party. Each Party will, at all times, both during the term of this Agreement and following its termination, maintain in confidence all Confidential Information of the other party and will not use such Confidential Information except as expressly permitted herein. Confidential Information also includes, without limitation, information relating to each Party's business, customer lists, or the trade secrets, information about products or planned products or services or planned services, suppliers, customers, prospective customers, data, financial information, computer software, processes, methods, knowledge, inventions, ideas, marketing promotions, discoveries, current or planned activities, research, development, or other information relating to any Party's business activities or operations. Confidential Information shall not include any information that (a) is or becomes generally known to the public through no fault of breach of this Agreement by the receiving party; (b) the receiving party can demonstrate by written evidence was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party not under a duty of confidentiality and without restrictions on use or disclosure.

DATA SECURITY.

PCI Compliance. User acknowledges that it will come into contact with highly sensitive personal and corporate information including, but not limited to, social security numbers, employee identification numbers, bank account information, and rate information. User may retain this information only if User stores this information within an approved PCI compliant location. Should User fail to obtain a PCI compliant location, User is hereby instructed to destroy any and all information that may be deemed sensitive or confidential. Any violation of this Section will be deemed a material breach of this Agreement.

Security Breach. In the event of any unauthorized disclosure of Cardholder Data, or any unauthorized intrusion, penetration, or security breach involving a Party's systems or facilities, or data related to any transaction under this Agreement (each, a "Security Breach"), that Party shall (a) immediately notify the other in writing of the Security Breach with the full details of the Security Breach; and (b) promptly repair and/or remedy the causes of such Security Breach and deliver written notice of such remedy to the other Party. In the event of a Security Breach on the part of User, provision of the Services shall be suspended immediately and shall not be reinstated until User provides written notice that the causes of such Security Breach have been remedied.

Audit in the Event of Security Breach. In the event of any Security Breach on the part of the User, User shall permit a Payment Card Industry ("PCI") representative and/or PCI-approved third party (individually or collectively, the "PCI Auditor") to conduct a thorough review of User's books, records, files, computer processes, equipment, systems, physical and electronic log files, and facilities relating to the Services for purposes of validating compliance with applicable laws, rules, and regulations. If any such audit identifies any continuity failure to comply with the applicable laws, rules, or regulations, User shall, at its sole expense, promptly repair and/or remedy any such failure and deliver written notice of such remedy to Provider.

Audit Rights. In addition to the audit requirements stated in "Audit in the Event of Security Breach" section of this Agreement, User will allow Provider or its designated agent access during normal business hours throughout the term of this Agreement and for three (3) years thereafter to perform audits of User's facilities, operations and applicable business records to ensure Merchant's compliance with this Agreement. User will also provide, at Provider's reasonable request, to Provider during normal business hours, with books, records, and supporting documentation adequate to evaluate User's performance under this Agreement. Similarly, Provider may monitor User's use of any data obtained through use of the Service. Provider reserves the right, in its sole discretion, to immediately suspend User's use of such in the event of any suspected or actual violation of the terms of this Agreement. Without limiting Provider's available remedies, in the event an audit reveals that User is not in compliance with the terms and conditions of this Agreement, User will be responsible for the costs of the audit.

INDEMNIFICATION

Provider agrees to defend and indemnify User and User's affiliated entities and their respective successors ("User Indemnitees") from and against any costs, expenses, damage awards, fines, settlement payments approved in writing by Provider, attorneys' fees, and liabilities incurred by a User Indemnitee as a result of a claim against it by a third party alleging that the Services provided by Provider infringe or misappropriate the Intellectual Property Rights of the third party. User agrees to permit Provider, with counsel of Provider's selection, to take sole control of the defense and resolution of the claim and to provide reasonable cooperation to Provider in connection therewith. User may appear with its own counsel at User's expense.

If any portion of a Service becomes or, in Provider's reasonable opinion, is likely to become the subject of a third-party infringement or misappropriation claim, then Provider may, at its sole option and expense, procure for User the right to continue using the Service so it becomes non-infringing or non-misappropriating. If Provider determines that the foregoing is not commercially reasonable, Provider may terminate the Services.

The remedies set forth in this section are User's exclusive remedies from Provider and Provider's sole liability with respect to claims for infringement or misappropriation of Intellectual Property Rights regarding the Services.

Without limiting Provider's available remedies, User agrees to defend, indemnify, and hold harmless Provider and Provider's affiliated entities, Provider's suppliers, and their respective successors ("Provider Indemnities") from and against any costs, expenses, damage awards, fines, judgements, settlement payments approved in writing by User, attorneys' fees, and liabilities incurred by a Provider Indemnity arising out of or resulting from or relating to (a) a breach of User's representations, warranties, covenants, or obligations under this Agreement, (b) any negligence or willful misconduct of User or any of its personnel; (c) the violation, infringement, or misappropriation of any third party intellectual property right by User; (d) the misuse or misappropriation of Provider's or its supplier's trademarks, service marks, trade names, and trade dress; or, (e) any third-party claim, demand, investigation or proceeding based in whole or in part on any aspect of the operation and/or use Services by User, a User affiliated entity or their respective successors, including without limitation with any claims, demands or investigations by third parties or governmental agencies, regulatory compliance or failure thereof, and alleged violation of applicable laws. Provider shall have the right to choose its own counsel at User's expense.

LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO ANY AMOUNTS PAYABLE PURSUANT TO AN INDEMNIFICATION OBLIGATION SET FORTH IN THIS AGREEMENT OR FOR DAMAGES AND LOSSES ARISING FROM BREACH BY A PARTY OF A CONFIDENTIALITY OBLIGATION OWED TO THE OTHER, OR FOR INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR THE OTHER PARTY'S AFFILIATES AND SUCCESSORS AND SUPPLIERS FOR LOST PROFITS, LOSS OF DATA, REGULATORY FINES AND DAMAGES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY CAUSE OF ACTION AND ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE SERVICES.

EXCEPT WITH RESPECT TO ANY AMOUNTS PAYABLE PURSUANT TO AN INDEMNIFICATION OBLIGATION SET FORTH IN THIS AGREEMENT OR FOR DAMAGES AND LOSSES ARISING FROM BREACH OF A CONFIDENTIALITY OBLIGATION UNDER THIS AGREEMENT, OR FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, PROVIDER'S MAXIMUM LIABILITY TO USER OR USER'S AFFILIATES AND SUCCESSORS UNDER EACH SIGNED SCHEDULE TO THIS AGREEMENT FOR DIRECT AND ANY OTHER DAMAGES, LOSSES AND AWARDS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SCHEDULE, OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

WARRANTIES AND DISCLAIMER.

Each Party represents and warrants to the other that it has all necessary, rights, authority, approvals and consents required to enter into and perform under this Agreement, and that it has and will comply with all laws and regulations applicable to its business and its use of the Services under this Agreement.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE EXPRESS WARRANTIES IN THIS AGREEMENT SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITATION OF THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES SHALL BE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, SECURE, OR THAT THE SERVICES OR ANY RESULTS OF THE SERVICES WILL MEET ANY BUSINESS NEEDS OR LEGAL OR REGULATORY OBLIGATIONS OF USER. USER IS SOLELY RESPONSIBLE FOR ESTABLISHING ADEQUATE INTERNAL CONTROLS AND PROCEDURES TO EVALUATE, MONITOR AND ADDRESS ITS LEGAL AND REGULATORY COMPLIANCE OBLIGATIONS AND DETERMINE IF THE SERVICES ARE APPROPRIATE OR SUITABLE FOR USER'S NEEDS OR TO MEET REGULATORY OBLIGATIONS.

GENERAL.

Relationship of Parties. The Parties hereto are independent contractors and are not joint venturers, partners or agents of each other. Either Party has the authority to bind, enter into contracts or make representations on behalf of the other Party.

No Publicity. User must not nor permit anyone else to(a) unless otherwise agreed to in writing by the Parties, issue a press release or make any other public disclosure relating to this Agreement (including the existence and its terms), (b) disclose Provider, any of its suppliers or vendors, or any card brand networks as a data source.

Force Majeure Events. Neither Party is responsible for delays or failures in performance (other than payment) resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes and other disasters beyond the reasonable control of such Party (each, a "Force Majeure"). If a claim by a Party for release of its obligations under this Section exceeds sixty (60) days, then the other Party has the right to terminate this Agreement without penalty of any kind. Neither Party is entitled to relief under this Section to the extent that any event otherwise constituting an event of Force Majeure results from the negligence or fault of such Party or its employees or agents.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Assignment. Except as set forth below, this Agreement and the Schedules shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. User may not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the consent of the Provider, provided, however, that User may assign this Agreement to a successor of User as a result of a merger, reorganization or sale of all or substantially all of the assets to which this Agreement pertains. Any attempted assignment in violation of the foregoing is void and will be a material breach of this Agreement. Notwithstanding the foregoing, Provider may assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, in its sole discretion.

Governing Law and Dispute Resolution. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of New York. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States federal courts or state courts located in Queens County, New York. Each

Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the federal or state courts sitting in Queens County, New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

Integration; Amendment. This Agreement including its Schedules and any amendments to any of the foregoing, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. Prior non-disclosure or confidentiality agreements between the parties, if any, remain in effect in accordance with their terms with respect to disclosure received thereunder. This Agreement may be modified only by means of a duly executed written amendment, signed by both parties hereto. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection with this Agreement shall modify the terms of this Agreement. This Agreement shall be enforceable in accordance with its terms when signed by each of the Parties hereto. Provider shall have the right to amend this Agreement to reflect changes in rules, laws, or pricing.

Informal Dispute Resolution. The Parties agree to attempt in good faith to settle any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including any amendments or extensions thereto) (collectively, a “Disputed Claim”) by way of consultations among the parties, which consultations shall be initiated upon written notice by either party to the other. The Parties’ representatives shall meet via teleconference, video-conference, or as otherwise agreed to attempt to resolve the Disputed Claim. If the Representatives have not reached a mutually agreeable resolution of the Disputed Claim within forty-five (45) days of the initial meeting of the representatives, then such Disputed Claim will, by way of written notice of either party to the other, be submitted to arbitration.

Arbitration. Any claim arising out of or relating to this Agreement, or the interpretation or breach thereof, shall be settled by binding arbitration administered by the AAA in accordance with its domestic (U.S.) Commercial Arbitration Rules. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA, and each such arbitrator shall be an attorney having experience and familiarity with information technology disputes. The arbitration proceeding shall occur in Queens County, New York. Each Party shall bear its own costs relating to such arbitration, and the Parties shall equally share the arbitrators’ fees. The arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties’ proprietary and confidential information. The Parties shall have the right to reasonable discovery and expert testimony and the arbitrators shall be required to issue a reasoned opinion. The order and award of the panel may be enforced in any court of competent jurisdiction.

Remedies. Unless expressly stated to be exclusive, all remedies under this Agreement are cumulative and non-exclusive.

No Waiver of Breach. No failure on the part of either Party hereto to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof. Nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy, or power. No waiver shall be valid unless it is in writing and signed by the party to be bound thereby.

Survival. [All agreements](#), representations and warranties contained in this Agreement or in any document delivered pursuant hereto and shall survive the expiration or other termination of this Agreement. **Headings.** The headings in this agreement are for convenience only and are not intended to have any legal effect.

Counterparts. This Agreement and any Schedule may be signed in one or more counterparts, including facsimile counterparts, all of which, when taken together, shall constitute one original agreement.

Pinpoint Alerts Service Agreement

This Alerts Service Schedule (“Alerts Schedule”) is subject to and governed by the Master Services Agreement (“Agreement”) and entered into between Pinpoint Intelligence, LLC (“Provider”) and “User”. This Alerts Schedule provides the terms and conditions under which Provider shall provide, and User shall obtain and use, the service that shall hereinafter be referred to as the “Pinpoint Alert Service.” By executing this Alerts Schedule, User agrees to the terms and conditions set forth below and in the Agreement. Capitalized terms used in this Alerts Schedule shall have the meaning set forth in the Agreement unless otherwise defined herein.

1. This Alerts Schedule shall be effective at the signing of the Pinpoint Fraud Enrollment Form (“Effective Date”) and shall continue for an initial period of one (1) year (“Initial Period”). After the Initial Period, this Alerts Schedule shall automatically renew for additional periods of one (1) year each unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current term. The Parties may terminate this Alerts Schedule at any time by their mutual, written agreement to terminate this Alerts Schedule. However, Pinpoint shall charge User an Early Termination Fee of five-hundred (**\$500.00**) dollars for the termination of this Alerts Schedule, if the termination occurs within the effective Alerts Schedule term.
2. Provider shall provide User access to one or more cardholder dispute notification program(s) (“Cardholder Dispute Program”) licensed to and/or resold by Provider from a third-party vendor (“Vendor”). The Cardholder Dispute Program enables a merchant to receive an alert (“Alert”) when the program determines, prior to the transaction being confirmed and submitted by the cardholder’s issuing bank for processing, that the transaction will be disputed by the cardholder (“Disputed Transaction”). Data may include, without limitation, a partial card number, transaction amount, and date and time of the transaction.
3. User understands that the effectiveness of the Cardholder Dispute Program is subject to the participation of card issuing banks that have agreed to provide Vendor with data (“Data”) on Disputed User also understands that neither Provider nor any of its Vendors are obligated to send Data on any particular transaction to User.
4. User agrees to provide information necessary to enroll in the Cardholder Dispute Program, which may include, without limitation, merchant billing descriptors, telephone numbers, MIDs, and merchant category codes for each merchant
5. Provider or its Vendor shall provide Alerts to User via email notification, an internet portal notification, and/or API Interface, as further determined by Provider and User. Provider makes no representations or warranties about the arrival of Alerts, including, without limitation, that the delivery of Alerts will be error free. It is User’s obligation to log in to Provider’s portal to check for the arrival and status of Alerts.
6. User agrees that it must respond to an Alert within twenty-four (24) hours of receipt of Alert and facilitate the transmission of accurate “Outcome Information” to Provider or its Vendor, as further instructed by Provider. Outcome Information means (i) the action taken or resolution noted by User in response to the Alert which may include, for example, “account suspended,” “shipment stopped,” “transaction refunded,” “order previously cancelled,” “too late,” or other designations that may be specified by Provider or Vendor; (ii) the date and time of the response; (iii) additional optional relevant information about the transaction; and (iv) any other commentary as it specifically related to the outcome of the transaction. User hereby grants Provider the right to transfer and/or export Outcome Information to a Vendor. Provider and/or its Vendors retain the right to use Outcome Information for any risk-loss evaluation and loss avoidance.
7. Alerts for closed MIDs will not be stopped until User has notified Provider of the closed MID by sending the appropriate descriptor and information through Provider’s ticketing system or via email to support@pinpointintel.com. User understands and agrees that Provider is unable to turn off Alerts for closed MIDs unless such notice is provided through these methods.
8. User understands and agrees that Provider’s Vendors for the Pinpoint Alert Service include either or both Ethoca Limited (“Ethoca”) and Verifi, (“Verifi”). User may specify whether to receive Alerts from Ethoca only, Verifi only, or both Ethoca and Verifi. **User agrees that if it receives Alerts from both Ethoca and Verifi and there is overlap in the Data provided by both Vendors, User is nonetheless responsible for paying for the data issued from each of the two separate Vendors.** User shall not be responsible for paying for duplicate Alerts from the same Vendor.
9. User understands that it must direct all customer service and other inquiries regarding the Pinpoint Alert Service to Provider and not to any of Provider’s Vendors.
10. Vendors own all right, title, and interest in and to their respective Cardholder Dispute Programs, including any derivative works

11. Upon execution of this Schedule, User shall provide to Provider its credit card or ACH billing account information (“Billing Account”) which shall enable Provider to electronically debit User for the Pinpoint Alert Services as indicated on an invoice each day, or as otherwise agreed to by the Parties. User will advise Provider of any disputed charges within ten (10) days of receipt of an invoice. Payments made by credit card will be subject to a 2.5% processing fee.
12. If an Alert becomes a chargeback, User may request from Provider a credit for the amount paid for the Alert, provided that User submits a credit request by sending email to Provider at support@pinpointintel.com with the Alert identification number, a copy of the chargeback notice, and a screenshot a refund for the charge provided to the cardholder. Credit requests will not be acknowledged or granted after thirty (30) days from the date that the chargeback was received. Under no circumstances shall User transmit full credit card account information to Provider in making a credit request; doing so will void User’s ability to request and receive future credits.
13. Ethoca Alerts Only
 1. User may request a credit for an Alert associated with a transaction that was declined prior to the date that the Alert was sent, provided that User submit evidence that it attempted to settle the order and it came back as declined by the issuer, payment gateway, or acquirer. As supporting evidence, User must provide a screen shot of the decline, with a date and time stamp, as well as the Alert identification number. Such credit requests must be submitted to Provider within thirty (30) days of receiving the
 2. User may request a credit for an Alert associated with a transaction that User credited/voided (refunded) prior to the date that the Alert was sent. User must submit evidence that it refunded the order prior to such date. As supporting evidence, User should provide a screen shot of the credit with the last four (4) digits of the credit card number, date of refund, and time
14. In all cases, credits shall only be issued after the Vendor acknowledges that a credit is due. Provider will apply credits to later invoices.

Pinpoint Representments Service Schedule

This Representments Service Schedule (“Representments Schedule”) is subject to and governed by the Master Services Agreement (“Agreement”) entered into between Pinpoint Intelligence, LLC (“Provider”) and “User”. This Representments Schedule provides the terms and conditions under which Provider shall provide, and User shall obtain and use, the service that shall hereinafter be referred to as the “Chargeback Representation Service.” Under this Representments Schedule User agrees to purchase the Chargeback Representation Service and agrees to the terms and conditions set forth below and in the Agreement. Capitalized terms used in this Representments Schedule shall have the meaning set forth in the Agreement unless otherwise defined herein.

1. This Representments Schedule shall be effective at the signing of the Pinpoint Fraud Enrollment Form (“Effective Date”) and shall continue for an initial period of one (1) year (“Initial Period”). After the Initial Period, this Representments Schedule shall automatically renew for additional periods of one (1) year each unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current term. The Parties may terminate this Representments Schedule at any time by their mutual, written agreement to terminate this Representments Schedule. However, Provider shall charge User an Early Termination Fee of three-hundred and fifty (\$350) dollars for the termination of this Representments, if the termination occurs within the effective Representments Schedule term.
2. Provider shall provide Representation Services on certain chargebacks received by User, subject to the terms of this Representments Schedule. In order to receive the Chargeback Representation Service, User shall provide Provider access to all relevant and necessary information about the chargeback dispute and associated transaction information as may be requested by Provider.

3. On User's behalf, Provider will dispute chargebacks that, in Provider's sole discretion, have a reasonable chance to be won. Notwithstanding the foregoing, Provider will not dispute chargebacks that Provider determines to have missing information, un-winnable reason codes, dollar amounts less than the amount of chargeback fees, or other characteristics that Provider determines makes the chargeback unlikely to be won.
4. Provider's ability to dispute chargebacks for User may be limited or affected by errors or flaws in systems from which Provider obtains chargeback information, including but not limited to banking system laws or processing system flaws. Provider does not warrant the accuracy of any chargeback information it receives from such sources and is not responsible to User for any such errors or flaws.
5. Provider shall provide routine win/loss reports for the chargebacks that it disputes on behalf of User. Provider makes no representations or warranties about the results of the Chargeback Representation Services or that User's use of the Representation Services will reduce lost revenues, improve User's reputation, or have any other effect.
6. Provider will provide User a daily invoice for payments due to Provider for use of the Pinpoint Representation Service. User shall provide to Provider its credit card or ACH billing account information ("Billing Account") upon execution of this Schedule, which Billing Account shall enable Provider to electronically debit User for the Pinpoint Alert Services as indicated on an invoice each day, or as otherwise agreed to by the User will advise Provider of any disputed charges within ten (10) days of receipt of an invoice. Payments made by credit card will be subject to a 2.5% processing fee.

Pinpoint Chargeback Representation Service Schedule V3.4.24.2020

Pinpoint 3D Secure Service Schedule

This 3D Secure Service Schedule ("3D Secure Schedule") is subject to and governed by the Master Services Agreement and entered into between Pinpoint Intelligence, LLC ("Provider") and "User". This 3D Secure Schedule provides the terms and conditions under which Provider shall provide, and User shall obtain and use, the service that shall hereinafter be referred to as the "Pinpoint Secure Service." By executing this 3D Secure Schedule, User agrees to purchase the Pinpoint Secure Service and agrees to the terms and conditions set forth below and in the Agreement. Capitalized terms used in this 3D Secure Schedule shall have the meaning set forth in the Agreement unless otherwise defined herein.

1. This 3D Secure Schedule shall be effective at the signing of the Pinpoint Fraud Enrollment Form ("Effective Date") and shall continue for an initial period of one (1) year ("Initial Period"). After the Initial Period, this 3D Secure Schedule shall automatically renew for additional periods of one (1) year each unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current term. The Parties may terminate this 3D Secure Schedule at any time by their mutual, written agreement to terminate this 3D Secure Schedule. However, Provider shall charge User an Early Termination Fee of three-hundred and fifty (\$350.00) dollars for the termination of this 3D Secure Schedule, if the termination occurs within the effective 3D Secure Schedule term.
2. Provider shall provide User access to a risk inquiry system ("Risk Inquiry System") that Provider has licensed from a third-party provider ("Licensor"). The Risk Inquiry System enables User to initiate a real-time risk inquiry for individual sales transaction attempted by User's customer for the purpose of obtaining a risk control opinion for fraud.
3. User expressly consents and grants Provider and its Licensor permission to access data exchanges between User and Provider or Licensor for the purposes of using the Pinpoint Secure Service, which data may include personally identifiable information (including, without limitation, cardholder data).

4. User understands and agree that risk indications resulting from a query to the Risk Inquiry System do not constitute consumer reports as defined within the Fair Credit Reporting Act (“FCRA”) or credit references; indications are only to be used in relation to determining the likelihood of a customer’s identity and not in any determination of a customer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. Indications represent a combination of factors that refer to a customer’s possible identity and not a representation that a particular transaction is: (a) entered into by the actual authorized account holder; or (b) enforceable against the actual authorized account.
5. User understands that it must direct all customer service and other inquiries regarding the Pinpoint Secure Service to Provider. Neither Provider nor its Licensor shall have any liability to User for any reversals, refunds, fraud losses, or chargebacks related to the Pinpoint Secure Service.
7. Licensor owns all right, title, and interest in and to its Risk Inquiry System, including any derivative works.
8. Provider will provide User a daily invoice for payments due to Provider for use of the Pinpoint 3D Secure Service. User shall provide to Provider its credit card or ACH billing account information (“Billing Account”) which Billing Account shall allow Provider to electronically debit User for the Pinpoint 3D Secure Services daily. User will advise Provider of any disputed charges within twenty four (24) hours of receipt of an invoice. Payments made by credit card will be subject to a 2.5% processing

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Pinpoint Gateway Service Schedule

This Gateway Service Schedule (“Gateway Schedule”) is subject to and governed by the Master Services Agreement (“Agreement”) entered into between Pinpoint Intelligence, LLC (“Provider”) and “User”. This Gateway Schedule provides the terms and conditions under which Provider shall provide, and User shall obtain and use, the service that shall hereinafter be referred to as the “Gateway Service.” Under this Gateway Schedule User agrees to purchase the Gateway Service and agrees to the terms and conditions set forth below and in the Agreement. Capitalized terms used in this Gateway Schedule shall have the meaning set forth in the Agreement unless otherwise defined herein.

1. This Gateway Schedule shall be effective at the signing of the Pinpoint Gateway Form (“Effective Date”) and shall continue for an initial period of one (1) year (“Initial Period”). After the Initial Period, this Gateway Schedule shall automatically renew for additional periods of one (1) year each unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current term. The Parties may terminate this Gateway Schedule at any time by their mutual, written agreement to terminate this Gateway Schedule. However, Provider shall charge User an Early Termination Fee of three-hundred and fifty (\$350.00) dollars for the termination of this Gateway Schedule, if the termination occurs within the effective Gateway Schedule term.
2. User is solely responsible for the security of data residing on the servers owned, controlled or operated by User. User will comply with all state and federal laws, including without limitation laws regarding disclosure to customers on how and why personal information and financial information is collected and used. User agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction except for purposes of authorizing, completing and settling card transactions and resolving chargebacks, retrieval requests or similar issues involving card transactions. User acknowledges that Provider and its partners shall not be liable for any improperly processed transaction or illegal or fraudulent access to User’s account, User’s IDs and passwords, any end-user data or transaction data.
3. Provider shall provide User with the Gateway Service. Provider may transfer data as necessary in order to provide and manage the Gateway Service. Provider will use commercially reasonable efforts to safeguard data; provided however, Provider do not warrant that end-user data and transaction data will be transported without unauthorized interception or modification or that data will not be accessed or compromised by

unauthorized third parties. Provider is not obligated to store, retain, report or otherwise provide any copies of or access to any records of transactions or end-user data collected or processed under this Schedule.

4. For each transaction, User will pay to Provider fees for the Gateway Service (the "Fees"). The Fees may be amended by Provider upon five (5) days prior notice to User. User will pay all Fees and other amounts owed to Provider under this Schedule by the due date on the invoice. Failure to pay amounts owed to Provider under this Schedule on time may result in an interruption of Gateway Service and a service reactivation fee. User will promptly examine all transactions, and will notify Provider in writing within 30 days of any error. Unless Provider is notified of an error within 30 days of the date of the transaction, Provider shall be under no obligation to adjust such amounts.
5. The Gateway Service is provided on an "as is," "as available" basis without any representations or warranties. Provider does not represent or warrant the Gateway Service will be available, accessible, uninterrupted, timely, secure, accurate, complete or entirely error-free. User may not rely on any representation or warranty regarding the Gateway Service by any third party in contravention of the foregoing statements. Provider specifically disclaims all representations, warranties and conditions whether express or implied, arising by statute, operation of law, usage of trade, course of dealing, or otherwise, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, or title with respect to the Gateway Service. User understands and agrees that Provider and its partners shall bear no risk with respect to User's sale of products or services including, without limitation, any risk associated with credit card fraud or chargebacks.

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Pinpoint POS Service Schedule

This POS Service Schedule ("POS Schedule") is subject to and governed by the Master Services Agreement ("Agreement") entered into between Pinpoint Intelligence, LLC ("Provider") and "User". This POS Schedule provides the terms and conditions under which Provider shall provide, and User shall obtain and use, the service that shall hereinafter be referred to as the "POS Service." Under this POS Schedule User agrees to purchase the POS Service and agrees to the terms and conditions set forth below and in the Agreement. Capitalized terms used in this POS Schedule shall have the meaning set forth in the Agreement unless otherwise defined herein.

1. This POS Schedule shall be effective at the signing of the Pinpoint POS Form ("Effective Date") and shall continue for an initial period of one (1) year ("Initial Period"). After the Initial Period, this POS Schedule shall automatically renew for additional periods of one (1) year each unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current term. The Parties may terminate this POS Schedule at any time by their mutual, written agreement to terminate this POS Schedule. However, Provider shall charge User an Early Termination Fee of three-hundred and fifty (\$350.00) dollars for the termination of this POS Schedule, if the termination occurs within the effective POS Schedule term.
2. User is solely responsible for the security of data residing on the servers owned, controlled or operated by User. User will comply with all state and federal laws, including without limitation laws regarding disclosure to customers on how and why personal information and financial information is collected and used. User agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction except for purposes of authorizing, completing and settling card transactions and resolving chargebacks, retrieval requests or similar issues involving card transactions. User acknowledges that Provider and its partners shall not be liable for any improperly processed transaction or illegal or fraudulent access to User's account, User's IDs and passwords, any end-user data or transaction data.

3. Provider shall provide User with the POS Service. Provider may transfer data as necessary in order to provide and manage the POS Service. Provider will use commercially reasonable efforts to safeguard data; provided however, Provider do not warrant that end-user data and transaction data will be transported without unauthorized interception or modification or that data will not be accessed or compromised by unauthorized third parties. Provider is not obligated to store, retain, report or otherwise provide any copies of or access to any records of transactions or end-user data collected or processed under this Schedule.
4. For each transaction, User will pay to Provider fees for the POS Service (the “Fees”). The Fees may be amended by Provider upon five (5) days prior notice to User. User will pay all Fees and other amounts owed to Provider under this Schedule by the due date on the invoice. Failure to pay amounts owed to Provider under this Schedule on time may result in an interruption of POS Service and a service reactivation fee. User will promptly examine all transactions, and will notify Provider in writing within 30 days of any error. Unless Provider is notified of an error within 30 days of the date of the transaction, Provider shall be under no obligation to adjust such amounts.
5. The POS Service is provided on an “as is,” “as available” basis without any representations or warranties. Provider does not represent or warrant the POS Service will be available, accessible, uninterrupted, timely, secure, accurate, complete or entirely error-free. User may not rely on any representation or warranty regarding the POS Service by any third party in contravention of the foregoing statements. Provider specifically disclaims all representations, warranties and conditions whether express or implied, arising by statute, operation of law, usage of trade, course of dealing, or otherwise, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, or title with respect to the POS Service. User understands and agrees that Provider and its partners shall bear no risk with respect to User’s sale of products or services including, without limitation, any risk associated with credit card fraud or chargebacks.

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