



## PAYMENT NETWORK DISCLOSURE

The following disclosure must be reviewed and accepted prior to acceptance of the Vision2 Software and Services Agreement and prior to activation of a Vision2 Services Account.

### Services Provider:

Name: **Vision2Systems LLC**  
Address: 603 Munger Ave, Suite 375, Dallas, TX 75202  
Phone Number: 855-272-0863

### Card Payment Facilitator

Name: **Finix Payments, Inc.**  
Address: 631 Howard Street, Suite 100, San Francisco CA 94105  
Phone Number: 800-451-5817

### ACH Debit/Remote Deposit Capture Bank:

Name: **Texas Capital Bank**  
Address: PO Box 6079, Concord, CA 94524  
Phone Number: 800-451-5817

### Important Payment Facilitator and ACH Debit/Remote Deposit Capture Bank Responsibilities

- The Payment Facilitator is the only entity approved to extend acceptance of Card Organization products directly to a Client
- The Payment Facilitator must be a principal (signer) to the Merchant Agreement.
- The Payment Facilitator is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Vision2.
- The Payment Facilitator is responsible for and must provide settlement funds to the Merchant.
- The Payment Facilitator is responsible for all funds held in reserve.

### Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.

### Merchant Resources

- You may download "Visa Regulations" from Visa's website [here](#).
- You may download "MasterCard Rules" from MasterCard's website [here](#).

The responsibilities above do not replace the terms of the Vision2 Software and Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.



## VISION2 TERMS OF SERVICE AGREEMENT

This Software and Services Agreement ("Agreement") is provided in three parts:

*Part One: Software as a Service Terms and Conditions*, constituting a legal Agreement between your organization ("**Client**", "you," or "your") and Vision2Systems, LLC ("**Vision2**", "Vision2", "we," "our," or "us") for use of our Software as a Service Platform

*Part Two: Payment Services Terms and Conditions*, a legal agreement between "**Client**", **Vision2**, "**Finix**", and "**Texas Capital Bank**"

*Part Three: Liability, Warranties, and Termination*, a legal agreement between "**Client**", **Vision2**, "**Finix**", and "**Texas Capital Bank**"

Vision2 is organized under the laws of the State of Texas with its principal place of business located at 603 Munger Ave Suite 375, Dallas, Texas 75202.

### Part One | Software as a Service Terms and Conditions

We provide our Software as a Service ("Software Services" or "Services") platform to eligible church and not-for-profit organizations to facilitate giving and other charitable activities serving humanitarian, educational, and religious needs in support of social well-being and the common good. We provide our Services on the condition that you acknowledge you have read, accepted and agreed to be bound by all the terms and conditions of this Agreement including all linked agreements incorporated herein by reference, and that you register and are approved for use of our Payment Services.

- 1. Our Software Services.** Our Services include, but are not limited to, the Vision2 Application Programming Interface (API) that provides you access to our internet-based Services, documentation, tools, components, mobile applications and any updates (including software maintenance, service information, help content, bug fixes, or maintenance releases) that are provided to you by us in accordance with the terms of this Agreement.
- 2. Services Account.** To use our Services, you must register and be approved for a Vision2 Services Account ("Services Account"). Your Services Account will enable you to use all Vision2 Services (including payment services).
- 3. Your License.** Upon your organization's approval for a Services Account, Vision2 will grant you a limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use of our software solely for use of our Services, including those Services Vision2 provides in partnership with and/or are provided by other sources for which you are approved as required and remain in good standing.
- 4. Mobile Applications and Third-Party Carriers.** We also will provide you access to the Services via our Give2™ mobile application on compatible devices, or, as Vision2 expressly agrees in writing, a Vision2 mobile application that is branded specifically for your organization.
- 5. Privacy and Security.** We take your privacy and the protection of your data very seriously. We do not and will not sell or rent your data to anyone at any time for any reason. We will collect, use, and disclose personal information Vision2 receives from those who use our website or services, only as follows: (i) you expressly authorize us to do so; ii) it is required to fulfill your and your supporter's requests for certain

services; (iii) Vision2 must provide to certain third parties who are integral to and assist us in providing services to you and your supporters, and are bound by the same privacy restrictions, including Visa®, MasterCard®, American Express® and other card associations (collectively referred to as “Card Associations”), the Electronic Payments Association (referred to as “ACH” Association”), financial institutions and payment processors; (iv) to detect and protect against fraud and criminal activity; (v) to enforce Vision2 terms of service; (vi) are compelled to do so by a subpoena, court order or similar legal procedure, banking rules or regulations, or other Legal Requirements. Unless you expressly choose to opt out, Vision2 will use your demographic data to provide collective information about our users for benchmarking purposes subject to the following: (i) data is sufficient (organizations, organization types, users, geographic location, etc.) to ensure that neither organizations nor their information is identifiable, and that users cannot be contacted. We may inform third parties about the number of registered users and the pages most frequently browsed. We are firmly committed to maintaining compliance with Payment Card Industry (PCI) Data Security Standards (PCI-DSS), including Card Associations’ and ACH Association data security programs. We conduct monthly penetration testing, daily active scanning for known security issues and annual recertification as a PCI-DSS certified payment services provider. We have implemented technical and organizational measures to secure your and your supporter’s personal information from unauthorized access and accidental loss or modification. However, Vision2 cannot guarantee that unauthorized third parties will never be able to defeat those measures and/or use such personal information for improper purposes. You acknowledge that you provide private information regarding you and your supporters with full knowledge and acceptance of this risk. You affirm your organization’s privacy policy is readily visible and available to your supporters on those websites on which Vision2’s payment services are made available to your supporters. Upon acceptance of this Agreement, you confirm that you have read, understand and accepted Vision2 *Privacy Policy* ([available here](#)).

**6. Client Service.** A Vision2 client advocate will provide you with assistance to resolve issues relating to use of the Services, your Services Account, payment processing, debiting and crediting. You are responsible for providing service to your users and supporters for any and all issues related to your services, including but not limited to issues, such as reversals, returns, chargebacks or disputes, arising from the processing of supporters payments through the Services.

**7. Ownership, Copyright, Patent Infringement.** Our Software Services are licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. Our Services may be protected by patent, copyright, trade secret, and other intellectual property laws. We own the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. You further agree that the Services are proprietary and that all right, title and interest in and to the Services, including all associated intellectual property rights, are and shall at all times remain with Vision2. 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/or 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. You may choose to or Vision2 may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction and, unless notified of its confidential and proprietary classification, Vision2 will not be under any fiduciary or other obligation, and Vision2 are free to use the Idea without any additional compensation to you, and/or to

disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Vision2 does not waive any rights to use similar or related ideas previously known to Vision2, or developed by its employees, or obtained from sources other than you.

**8. Impact of Suspension of Payment Services.** Upon notice that any or all of your Payment Services are temporarily suspended, all applicable authority and privileges for Payment Services will be suspended until the cause of the suspense is resolved; however, you will continue to have access and use of non-payment Services during the suspense period. Upon lifting of the Payment Services suspension, affected payment services will be restored generally within 1 business day.

**9. Impact of Payment Services Termination.** Upon notice that all Payment Services are terminated, you will have 60 (sixty) calendar days from date of termination notice in which to arrange for and migrate your data to another payment services provider, unless otherwise prohibited in whole or in part by legal action and or law enforcement. Should you wish to retain use of our other Services, or are unable to migrate within 60 (sixty) calendar days from date of termination, you may do so for a fee of 0.25% (one quarter of one percent percent) of your monthly revenue (not payment transaction volume), and payable monthly during the period you continue to use Vision2 Software.

**10. Disclosures and Notices.** You agree that Vision2 can provide disclosures and notices regarding our Services to you by posting such disclosures and notices on our website, emailing them to the email address listed in your Services Account, and/or mailing them to the address listed in your Services Account. You also agree that electronic disclosures and notices have the same meaning and effect as if Vision2 had provided you with a paper copy. Such disclosures and notices shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless Vision2 receives notice that the email was not delivered.

**11. Non-Vision2 Products and Services** - Third parties may make available APIs, data, services, or leverage Vision2 API, including, for example, non-Vision2 Applications and implementation and other consulting services. Vision2 may choose to build integration with third-party services utilizing their publicly available API. Any acquisition, or use by Client of such products or services, and any exchange of data between Client and any non-Vision2 product or service is solely between Client and the applicable non-Vision2 provider. Vision2 does not warrant or support non-Vision2 Applications or other non-Vision2 products or services, whether or not they are designated by Vision2 as “certified” or otherwise. Vision2 is not responsible for any disclosure, modification or deletion of Client Data resulting from access by such non-Vision2 Application or its provider. However, Vision2 will make reasonable efforts to recover, reconstruct and or repair data when the integration has been built by Vision2. The Services may contain features designed to interoperate with non-Vision2 Applications. Vision2 cannot guarantee the continued availability of such Service features and may cease providing them without entitling Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a non-Vision2 Application ceases to make the non-Vision2 application available for interoperation with Vision2.

**12. Data Ownership.** The client owns all of the data entered, imported or fed through integration into Vision2, including the stored payment methods and donor information. The client grants Vision2 license to use the data in providing its software as a service platform to the client, purposes of non-donor or client identifiable benchmarking.

**13. Compelled Disclosure:** Vision2 may disclose client data and or information to the extent Vision2 is compelled by law to do so provided that Vision2 provides the client with notice of compelled disclosure to the

extent that Vision2 is legally permitted to provide notice.

**14. Availability:** Vision2 will provide access to the Vision2 platform at 99.9% availability on an annual basis. Our service level objective is 99.9% availability exclusive of maintenance windows required as measured from its endpoints. Vision2 is not providing a service level agreement for the performance of individual client websites.

**15. Security:** Vision2 will maintain PCI compliance for all data from point of entry, to storage within its application and processing payments. Vision2 will provide the certificates that are used for encrypting PCI and non- PCI data that is received and processed by Vision2. Clients will be responsible for completing PCI requirements for processing cards outside of Vision2's platform.

**16. Usage Restrictions.** Client will not make any service or content available to anyone other than the client's employees and designated volunteers. Client will only use Vision2 in accordance with Vision2's acceptable use policy. Any use of Vision2 that is in breach of the foregoing by the client and or its users that in Vision2's judgement threatens the security, integrity or availability of Vision2's services may result in the suspension of the use of Vision2. Vision2 will use commercially reasonable efforts to provide the client with notice and an opportunity to remedy such a violation before suspension.

## Part Two| Payment Services Terms and Conditions

**1. Our Role as a Payment Services Provider:** We provide Payment Services to your organization for the purpose of facilitating your supporters' charitable giving activities upon your approval for a Services Account. We help you accept and process ACH and check transactions.. We are not a bank or a Money Services Business (MSB) and Vision2 do not offer banking or MSB services as defined by the United States Department of Treasury. We are responsible for maintaining PCI-DSS compliance, including annual recertification, and for the security of your data upon transmission of a payment transaction to us for processing. Vision2 partners with Finix to process Credit Card and Debit Card Transactions, details regarding the terms of service as it relates to card processing can be found in the Finix terms of service agreement.

**2. Client Processing of Transaction as Directed by Supporter.** If you are asked to and authorized by a supporter to input and transmit a payment transaction on a supporter's behalf, you are responsible for verifying the identity of the supporter and the eligibility of the presented payment card or other personal information required to complete the payment transaction. Vision2 will use reasonable and commercially available techniques to attempt to validate payment information provided prior to attempting the transaction. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the services are the basis of the Claim Against Client; (II) a Claim Against Client arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Vision2, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Client arises from Services

**3. Trusted Client Authentication of Supporter Identity.** You must either use Vision2Systems provided authentication mechanisms or you must use an OpenId or SAML based authentication mechanism that is not provided by Vision2. If you choose to provide your own authentication mechanism using our Software as a Service, you are also responsible for ensuring: (i) authentication of each supporter's identity and password upon entry to your website, (ii) your supporter's passwords and password complexity remain compliant with this Agreement and applicable PCI and Card Associations' and ACH Association data security rules, requirements and standards, and (iii) that your organization has established and maintains appropriate policy, procedures, operational accountability and responsibility for ensuring the security of supporter's

identity and passwords up to the point of transmission to Vision2. In any case that you fail to perform these obligations and any and all supporters' identities are compromised, you agree to: (i) notify Vision2 immediately, and (ii) indemnify Vision2 Systems from any and all claims, losses, liabilities and expenses including attorney's fees or costs that result directly or indirectly from your failure to perform these obligations.

**4. Our PCI and ACH Data Security Compliance Responsibilities.** We are responsible for the security of your Card Payment Data (defined as cardholder's name and address, account number, expiration date, and CVV2) and/or supporter's and ACH Payment Data (defined as bank account number and bank routing number) from the point of a payment transaction's submission to Vision2 payments system for processing via: (i) Vision2 embedded giving widget online, (ii) Vision2 Give2 Mobile or Vision2 White Label Mobile; (iii) or an offline submission via checks scanned, a PIN/POI device, i.e. swiped and/or PIN card transaction as applicable.

**5. Your PCI and ACH Data Security Compliance Responsibilities.** You are responsible for data security compliance in accordance with PCI, Card Associations' and ACH Association's data security compliance standards and rules for any Card Payment Data or ACH Payment Data that comes into your possession. If at any time a supporter provides you their Card or ACH Payment Data to initiate a payment transaction on their behalf, you are responsible for that data's security until you submit the transaction to Vision2 for processing and you destroy the data provided to you in a manner that renders it unusable. You shall not use the Card or ACH Payment Data provided by your supporter for any purpose other than to support the giving or other transaction they directed. If you receive information about your supporters, including Cardholders, through the use of our Services, you must keep such information confidential and only use it in connection with our Services. You may not disclose or distribute any such information to a third party or use it for marketing purposes unless you receive the express consent of your supporter to do so. You may not disclose card information to any third party, other than in connection with processing a card transaction requested by your client under the Service and in a manner consistent with PCI DSS and applicable law.

**6. PCI PTS (PIN Transaction Security) and POI (Point of Interaction) Modular Security Requirements.** As applicable, you shall ensure that any terminal, scanner, mobile dongle or similar device that you connect to Vision2 for the purposes of initiating payment transactions, is certified as PCI compliant with PCI PTS (PIN Transaction Security) POI (Point of Interaction) Modular Security Requirements<sup>3</sup>, as applicable.

**7. Recurring Payments:** We will obtain your supporter's consent to be billed on a recurring basis in compliance with applicable legal requirements and Association rules upon their submission of the transaction to us for processing. However, if a supporter requests and authorizes you to enter a recurring transaction and you input and submit their request for recurring payments to us on their behalf, you are responsible for obtaining the supporter's consent for recurrent billing and retention of documentation related to that request.

**8. IRS Tax Reporting.** The Internal Revenue Service (IRS) requires that third-party settlement organizations file an information return with the IRS for each calendar year. The reporting includes all payment card transactions and third-party network transactions with Clients occurring in that calendar year. You acknowledge that Vision2 may report to the Internal Revenue Service the total amount of the payments you receive each calendar year if you: (i) receive more than \$20,000 in gross card transactions, and/or (ii) receive more than 200 card payment transactions in that calendar year. Should any taxing authority deem

taxes are due for services or payments you receive, you agree to indemnify us with respect to any taxes and/or penalties assessed on us by any taxing authority as a result of these transactions.

**9. Restricted Use.** You are required to obey all laws, rules, and regulations (Legal Requirements) applicable to your use of the Services, including but not limited to those governing financial services, consumer protections, deceptive trade practices, unfair competition, anti-discrimination, and false advertising. In addition, you may not: (i) utilize the credit available on any Card or other payment transaction to provide cash advances to Cardholders; (ii) submit any card or other payment transaction for processing that does not arise from your supporters' giving for charitable purposes; (iii) act as a payment intermediary or aggregator or otherwise resell the Services on behalf of any third party; (iv) send what you believe to be a potentially fraudulent authorization or fraudulent payment transaction; (v) use your Services Account in a manner that Visa®, MasterCard®, or other Card Association reasonably believes to be an abuse or violation of the Card Associations' Rules; or (vi) use your Services Account in a manner that our payment processor or other financial institution reasonably believes to be an abuse or violation of rules and regulations governing those institutions.

**10. Suspicion of Unauthorized or Illegal Use.** We may decide not to authorize or settle any transaction you submit which Vision2 believes is in violation of this Agreement, any other Vision2 agreements, or exposes you, other users, or processors of Vision2 payment transactions to harm, including fraud and/or other criminal acts. In the event that a supporter notifies their card issuer or their bank, in the case of ACH, of a fraudulent transaction processed by Vision2, or Vision2 otherwise is notified by card issuer or bank of a potential fraudulent transaction processed through our systems, Vision2 will lock the applicable account(s) for any further transaction activity and notify you for the purpose of communicating that action to your supporter. The account will remain locked until such time as you provide Vision2 with a signed, written request from the supporter asking the account to be re-activated. You grant us authorization to share information with law enforcement about you, your transactions, or your Services Account if Vision2 reasonably suspect that your Services Account has been used for an unauthorized, illegal, and/or criminal or other prohibited purpose. Additionally, Vision2 reserve the right to suspend your organization or any user during our or others investigation of such activity and to terminate this agreement in its entirety if Vision2 reasonably determines that your Services Account was used for any unauthorized, illegal, and/or criminal purpose that is determined to be systemic to your organization.

**11. Our Right to Investigate.** If Vision2 reasonably believes that a security breach and/or compromise of data has occurred in connection with your Services Account and the compromise was specific to your location and/or website, Vision2 and the acquiring bank reserves the right to investigate and depending on the severity of the breach, require you, at your own expense, to have an independent investigation conducted of your systems and facilities on which and where payment processing and related activities are conducted. The investigation must include forensics analysis performed by a certified forensics vendor acceptable to both Vision2 and the Card Association, as applicable. Forensic analysis must be conducted in compliance with Card Association standards in regard to any Card or Card transaction data. Following an investigation and/or audit, a report will be completed. You will have an opportunity to review and respond to any and all findings. A copy of the report, including your response will be provided to Vision2 (if completed by a third party). Remediation of findings will be based on the severity of audit findings reported and your response to those audit findings. Vision2 also reserves the right in its sole discretion to: (i) make final determinations as to any and all remediation required; (ii) audit for completion of remediation required; (iii) suspend Service to your organization during the audit pending satisfactory completion of required

remediation; or (iv) terminate this Agreement in its entirety. Vision2 will further forward the final report, as may be required, to applicable banks, and/or Card and ACH Associations.

**12. Card and ACH Association Rules and Guidelines.** The Card Associations and the Electronic Payments Association (in regard to ACH transactions), have established guidelines, bylaws, rules, and regulations (Card Association Rules and ACH Rules). You must comply with all applicable Card Association and ACH Rules.<sup>4</sup> You can review portions of Card Association Rules and/or Guidelines (for Merchants) at official Card Association websites and The Electronic Payments Association (NACHA) website. The Associations reserve the right to amend Association Rules. Vision2 reserves the right to amend this Agreement as necessary to comply with Association Rules at any time. We will attempt to publish pending changes to Association Rules 30 days in advance of the effective date by any or all Associations, unless a required effective date does not allow for advance notice.

**13. Your Vision2 Services Account.** Vision2 Services Accounts are available only to those charitable organizations that are based and operated in the 50 United States of America and the District of Columbia for the purpose of facilitating their supporters' charitable giving activities. By applying for a Services Account, you confirm that your Principal is either a legal permanent resident of the United States or a United States citizen and that your organization, if applicable, complies with Internal Revenue Code as to non-profit status and is authorized to operate and/or conduct business by the state in which it operates. Your Services Account may not be used for the purpose of accepting other types of payments, including those for personal, family, household purposes and/or cash advances, or payments made that inure to the individual benefit of any director, elder or Principal, e.g. chief officer, managing member, general partner, managing member, manager or other individual with authority to act on behalf of your organization. You may choose to apply for a Services Account either as a church or a not-for-profit organization. We accept applications from not-for-profit organizations as defined under applicable Internal Revenue Code (26 U.S.C. §501(c), *et. seq.*). Sole proprietors are not eligible for a Services Account. You may not export the Services directly or indirectly, and you acknowledge that the Services may be subject to export restrictions imposed by U.S. law, including U.S. Export Administration Regulations (15 C.F.R. Chapter VII). You may accept most foreign cards issued as long as they are processed in the United States and settle in U.S. Dollars.

**14. Underwriting Your Request for a Services Account.** Upon acceptance of your registration, you will be asked for basic information including your name, name of your organization, location, email address, tax identification number (if appropriate), and phone number. If you have not already done so, you will also be required to provide an email address and password for your Services Account. By accepting the terms of this Agreement, you are authorizing us to retrieve information about you and your organization and its mission by using third parties, including credit bureaus and other information providers. You acknowledge that information retrieved may include your and your organization's name, address history, credit history, identity verifying information and other data. You agree to provide other information upon request, including processing statement summaries, a business license as required by the state in which you operate and/or financial statements. We may request and you agree to grant your permission to us to conduct a physical visit and inspection at your organization's site. Vision2 may periodically update this information to determine whether you and your organization continue to meet the eligibility requirements for a Services Account. You agree that Vision2 is permitted to collect and share information about you, your organization and your application for services (including whether you are approved or declined), and your Services Account with Finix, Texas Capital Bank, and Card Associations as their rules and regulations require. This includes sharing information (i) about your transactions for regulatory or compliance purposes; (ii) for use in connection with



the management and maintenance of the program; (iii) to create and update their client records about you and to assist them in better serving you; and (iv) to conduct Vision2 risk management processes. Information sharing is solely for the purposes and requirements of this Software and Service and will not be shared or resold for marketing purposes. We and/or payment processor reserve the right at any time, in our sole discretion, to require a personal guarantee by a Principal or Principals of your organization in the event that risk related to your Services Account increases, e.g. due to chargeback performance, deteriorating financial condition, or other, and risk is not otherwise offset by a Reserve or other means agreed.

**15. Your Site URL.** As part of your application, you must provide your site URL, e.g. www mynotforprofit.com, and the name under which you do business (which may be the business's legal name or a "doing business name", e.g. MyNPOnlineWidgets).

**16. Notice of Client Organization Changes.** You agree to notify Vision2, of any changes within no more than 30 days following a change, including any change to your entity information or in regard to the Principal authorized to operate and conduct business on its behalf in the state in which it operates, and/or other organization information provided to establish your Services Account. We may require additional information to validate changes.

**17. Prohibited Businesses, Industries, and Activities.** By applying for a Services Account, you are confirming that you will not accept payments in connection with any of the following businesses, industries or business activities or practices: (1) All sexually oriented or pornographic activities, (2) Aggregators (third party payment processors), (3) Air Lines, (4) Cruise Lines, (5) Any illegal products or service or product providing peripheral support of illegal activities; (6) Auction Houses; (7) bail bondsman, (8) Cellular phone or beeper services, (9) Chain Letters, (10) Charities which do not meet Vision2 underwriting criteria for acceptance, (11) Check Cashing; (12) Collection Agencies, or firms involved in recovering/collecting past due receivables, (13) Credit repair, (14) Credit Card Protection or Identity Theft Services; (15) Currency Exchanges; (16) Drug paraphernalia (17) Extended Warranty Companies, (18) Flea Markets (with no lease and phone availability) (Virtual Wireless terminal considered High Risk), (19) Fortune Tellers, (20) Get Rich Quick Schemes, (21) Health Membership Clubs (Extended Memberships), (22) Import/Export (Mag Stripe or MOTO) (23) Investment Programs/Opportunities; (24) Internet Pharmacies, (25) Lotteries, Gambling, contests or sweepstakes; (26) Sports forecasting or odds making, (27) Mortgage Reduction Services, (28) Taxi/Limousine (singletons)/Virtual terminal considered very high risk, (29) Pseudo Pharmaceuticals (anti-aging, sex nutrients), (30) Prepaid Cards/quasi cash, (31) Real Estate Seminars, (32) Shippers/forwarding brokers, (33) Timeshare, (34) Travel Agents/Tour Operators/Travel Clubs, (35) Organizations involved in Door to Door Sales, (36) Pyramid or multi-level marketing distribution, (37) Third Party Order Fulfillment, (38) Merchants engaged in outbound telemarketing, (39) Infomercial merchants or other inbound telemarketers engaged in upsell, (40) Organizations offering rebates or special incentives, (41) weapons and munitions, (42) personal computer technical support, and/or (43) predatory products or services. By accepting this Agreement, you confirm that you do and will continue to satisfy these requirements. (Refer to our *Acceptable Use Policy*, incorporated herein by reference for further detail on prohibited businesses).

**18. Processing Card Transactions.** You agree that you will honor all eligible cards presented for payment by your supporters for purposes of giving for charitable purposes in accordance with Card Associations' rules, this Agreement and any operating guides that we may provide you from time to time. You acknowledge that an affirmative authorization from us or a Card Association does not mean that a particular card transaction will not be subject to Chargeback, Reversal, or Claim at a later date.

**19. Imposing Fees and Surcharges.** You agree not to impose payment method specific fees and surcharges to a client that seeks to use an eligible payment card or ACH as a payment method.

**20. Card Association Marks.** You agree to display all Associations' marks in accordance with the rules and procedures of the applicable Associations and will use such marks only to indicate that you accept their cards for payment.

**21. Processing ACH Transactions.** All eligible ACH transactions presented for payment by your supporters will be honored for the purpose of charitable giving in accordance with the National Automated Clearing House Association – Electronic Payments Association® Rules (NACHA Rules), this Agreement and any operating guides that Vision2 may provide you from time to time. You acknowledge that the existence of an affirmative authorization from us does not mean that a particular ACH transaction will not be subject to Reversal, Chargeback or Claim at a later date. You agree not to impose any fee or surcharge on a supporter that seeks to use ACH as a payment method. If you receive a written authorization to input an ACH payment request on a supporter's behalf, you are solely responsible for verifying the identity of the supporter providing the authorization you are required to retain records, original, copy or electronic copy, of supporter's authorization for a period of two (2) years.

**22. Processing Check Scanning Transactions.** You are solely responsible for verifying the identity of each supporter who writes and gives you a paper check for giving purposes. You agree to promptly complete the data entry required and retain the checks in a secure location, until accepted (generally 3 - 7 days). In the event there is an issue with a check that was scanned, you will be required to re-scan the original item. Once the check is accepted you must destroy the paper check in such a manner that all personal information is no longer usable. Once a check is scanned it may not be re-deposited. Check images will be made available to you. You are responsible for any returned checks and any associated fees. On scanning, all eligible checks will be converted to ACH for deposit and disbursement from our Settlement Account. You are solely responsible for informing your supporters that their checks may be converted to an ACH on deposit, in accordance with NACHA rules for Back Office Conversion of eligible checks to ACH (BOC)5. For those checks ineligible for ACH conversion, generally cashiers' and commercial checks, an account (Sub-Settlement Account) will be established on your behalf and for your benefit beneath our Vision2 Settlement Account that will bear your Federal Tax ID, for purposes of depositing scanned checks that are not eligible for ACH conversion. You acknowledge that you are not entitled to any interest or other compensation associated with the Sub-Settlement Account, have no right to direct the Sub-Settlement Account, nor may you assign any interest in the Vision2 Settlement Account.

**23. Service Fees.** You agree to pay the fees assessed by us to you for providing the payment services described in this Agreement. These fees will be calculated pursuant to the Vision2 Software and Services Agreement Pricing Addendum. We reserve the right to revise our Fees at any time, subject to a 30 (thirty) day notice period to you, except in those cases where such changes are mandated by our payment processor, card associations, and/or other sources that are outside of our control. You acknowledge that you are responsible for any penalties or fines imposed on Vision2 or directly to you by any Network or financial institution as a result of your activities.

**24. Settlement Funding and Transaction History.** We will pay out settlement funds to your Deposit Account in the amounts actually received less our Service Fees for payment transactions submitted to our Service. The payouts will be made to your Deposit Account provided for this purpose. Your Deposit Account must be an account located at a bank in the United States and held in the name of your organization. You

are responsible for the accuracy and correctness of information regarding your Deposit Account. Funds for any given transaction will not be transferred to your Deposit Account until the transaction is deemed complete. Transactions will be deemed complete when Vision2 has received funds settling a transaction from the Card Networks, and/or financial institutions as related to ACH and Check Scanning, and when we, or processing financial institutions, have accepted such funds. The actual timing of transfers of settlement funds to your Deposit Account will be subject to the Payout Schedule as defined below. After each payout of settlement funds to your Deposit Account, Vision2 will update information in your Services Account to reflect settlement. Information regarding your card transactions processed and settled using Vision2 (“Transaction History”) is available to you when you login to your Services Account. We provide a minimum of one (1) year of Transaction History on our website. Except as required by law, you are solely responsible for compiling and retaining permanent records of all transactions and other data associated with your Services Account, your Transaction History, and your use of our Payment Services.

**25. Reconciliations and Errors.** Your transaction history will be available to you when you login to your Services Account. Our Software Services will reconcile transactions processed through our online payment services and enable you to reconcile offline transactions not processed through our payment services. You agree to assist in resolution of any discrepancies arising from reconciliation and verification. We will investigate any reported discrepancies and attempt to rectify any errors that you or Vision2 discovers. In the event you are owed money as a result of a discrepancy, Vision2 and/or Finix will transfer funds to your Deposit Account in the next scheduled payout. Your failure to notify us of an error or discrepancy in your Transaction History within sixty (60) days of when it first appears in your Services Account will be deemed a waiver of any right to amounts owed to you in connection with any such error or discrepancy in processing your card payments. You are responsible for reconciling and resolving errors for those transactions that are not processed through our Payment Services but are posted by you in our Software for management purposes. If you submit or cause us to process transactions erroneously, you agree to contact us immediately. Vision2 will only correct transactions that you process incorrectly if and when you notify us of such an error. Your failure to notify us of a processing error within thirty (30) days of when it first appears on your electronic Transaction History will be deemed a waiver of any right to amounts owed to you.

**26. Cancellations.** By accepting these terms of service, you agree to submit any and all cancellations and adjustments for cancellations through our Payment Services to the Cardholder’s card or to the supporter’s Deposit Account in the case of an ACH or Check Scanning transaction, in accordance with the terms of this Agreement, and any agreement addendum specific to your organization and applicable Card Association and NACHA Rules. You also agree to: (i) maintain a fair gift cancellation or adjustment policy; (ii) prominently display your contact information on your website for supporters’ use regarding inquiries about or cancellation of their gift transactions; (iii) not give cash refunds to a supporter in connection with Vision2 processed giving, unless required by law; and (iv) not accept cash or any other item of value for preparing a Giving refund. Full refunds must be for the exact dollar amount of the original transaction including tax, handling charges, and other fees and/or charges. The refund amount may not exceed the original gift amount. Refunds processed through Vision2 Services must be submitted within sixty (60) days of the original transaction but in all cases, within three (3) days of approving the Cardholder refund. For processed refunds, if funds required are not available from settlement funds owed to you, Vision2 will deduct the refund amount (including any applicable Fees) from: (i) settlement funds owed to you from processing of other card transactions; or (ii) funds in any Reserve Account, if applicable. If these funds are not sufficient, you authorize Vision2 to initiate an ACH debit entry to your Deposit Account in the amount necessary to

complete the refund transaction to the Cardholder's card or to the supporter's Deposit Account in the case of an ACH transaction in accordance with the terms of this Agreement and applicable Card Association and NACHA Rules. In the event you process a refund for an ACH transaction for which the supporter has already requested their financial institution to stop payment and your processing of the refund results in a deposit in the amount of the refund to the supporter's Deposit Account, you are financially responsible for recovery of those funds and remittance to Vision2 within 30 calendar days, or Vision2 will debit your pending settlements and/or or Deposit Account in the amount of the refund and any resulting fees. In the event Vision2 cannot access your Deposit Account by means of an ACH debit entry to collect funds owed, you agree to pay all funds owed to Vision2 upon demand. You are solely responsible for accepting and processing returns.

**26. Chargebacks.** A Chargeback is typically caused due to: (i) client disputes; (ii) unauthorized or improperly authorized transactions; (iii) transactions that do not comply with Network Rules or the terms of this Agreement or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by the Network, our processor or acquiring bank, the Cardholder bank, or the bank on which ACH or Check Scanning transaction is drawn. If Vision2 reasonably believes that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (i) a Chargeback is assessed due to a supporter's complaint, in which case we will retain the funds; (ii) the period of time under applicable law or regulation by which the supporter may dispute that the transaction has expired; and/or Vision2 determines that a Chargeback on the transaction will not occur. When a Chargeback is issued, you are immediately liable to us for the full amount of payment of the Chargeback plus any associated fees, fines, expenses or penalties (including those assessed by the Networks or our payment processor). You agree that Vision2 may recover these amounts by means of an ACH debit of your Deposit Account associated with your Services Account, by debiting your Reserve Account (if applicable), or offsetting any amounts owed to you by us. If Vision2 is unable to recover funds related to a Chargeback for which you are liable, you agree to pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorney fees and/or costs and/or other legal expenses, incurred by or on behalf of us in connection with the collection of any Chargebacks unpaid by you.

**27. Contesting Chargebacks.** Either you or Vision2 may elect to contest Chargebacks assessed to your account. We 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 agree to provide us with necessary information on request in a timely manner and at your expense to assist in an investigation to resolve any Chargeback. You also 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 disputes. 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 Network does not resolve a dispute in your favor, Vision2 may recover the Chargeback amount and any associated fees from you as described in this Agreement. We reserve the right, upon notice to you, to charge a fee for mediating or investigating Chargeback disputes.

**28. Excessive Chargebacks.** If Vision2, the Card Associations, or our payment processor determine at any time that you are incurring excessive Chargebacks, additional fees, penalties, fines, and/or additional controls or restrictions may be imposed upon your use of our Payment Services, upon your receipt of notice from us. Actions may include: (i) changes to the terms of your Reserve Account, or establishment of a Reserve Account if one was not initially required; (ii) increases to your applicable Fees; (iii) delays in your

Payout Schedule; and/or (iv) possible suspension or termination of your Services Account and Services. The Networks may also place additional controls or restrictions as part of their own monitoring programs for merchants with excessive Chargebacks.

**29. Our Set-Off Rights.** To the extent permitted by law, Vision2 may collect any obligations you owe us under this Agreement by deducting the corresponding amounts from your Reserve Account, as applicable, or from funds payable to you arising from the settlement of payment transactions. Fees will be assessed at the time a transaction is processed and will be first deducted from the funds received for such transactions. If the settlement amounts or Reserve Account are not sufficient to meet your obligations to us and/or Finix and/or Texas Capital Bank, Vision2 may charge or debit your Deposit Account or credit card registered in your Services Account for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand is a breach of this Agreement and may result in immediate suspension or termination of this Agreement. You are liable for our costs associated with collection of unpaid amounts in addition to the amount owed, including without limitation attorney fees and/or costs and/or expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest. Additionally, Vision2 may, at our sole discretion, require a personal guaranty from a Principal of the organization for funds owed under this Agreement.

**30. Reserve.** At any time and/or from time to time we may temporarily suspend or delay payments to you, and/or designate an amount of funds that we must maintain in our Settlement Account on your behalf or in a separate Reserve Account to secure the performance of your payment obligations under this Agreement. Our payment processor is the only party that may authorize transactions on your Reserve Account. The Reserve, if required, will be an amount determined by us or our payment processor in our sole discretion to cover anticipated Chargebacks, refunds, or credit risk based on your processing history. Vision2 in its sole discretion may change the terms of your Reserve Account at any time based on your payment processing history and/or capacity to perform as required under this Agreement or as requested by our payment processor. The Reserve shall be funded within seven (7) days of notice, unless the notice is requiring an increase in your reserve and the increase is greater than 50% of the existing reserve, then, you will be given fourteen (14) days to fund the increase in Reserve. Vision2 may agree to funding of your initial Reserve by means of: (i) providing a deposit for the full amount of the reserve required, (ii) providing a portion of the reserve required, as determined solely by Vision2 and/or our processor, and the remaining balance of the reserve debited from any funds due to you for payment transactions submitted to the Services until the full reserve amount required is on deposit. In the event of termination of your Services Account, once all outstanding transactions are settled, Vision2 will release a portion of the remaining Reserve on a monthly basis, based upon the remaining potential risk as determined solely by Vision2 and/or our processor. A portion of your Reserve (after all transactions are settled) will be retained for a period of no less than 10 months. If termination was for cause, Vision2Systems and/or our payment processor reserve the right to extend the period that the Reserve is held.

**31. Security Interest in Reserve Account.** In the event a Reserve is required, you grant Vision2 and/or Payment Processor a lien and security interest in your Reserve Account, all payment transactions (including future Card, ACH and Check Scanning transactions), any rights to receive credits or payments under this Agreement, and all deposits and other property of yours possessed or maintained by us on your behalf. You also agree to authorize our payment partners Finix or Texas Capital Bank, to debit your Reserve, if applicable, upon review and approval of a valid request from Vision2. You agree to execute, deliver, and pay the fees for any

documents Vision2 and/or Finix and/or Texas Capital Bank request to create, perfect, maintain, and enforce this security interest.

**32. Payment Network Disclosure.** See *Payment Network Disclosure*, incorporated herein by reference. Full signature acknowledgement of this disclosure is required, in addition to signed acceptance of terms and conditions of Agreement. Vision2 is responsible for providing the AMEX guidelines with which you must comply.

## Part Three | Other Legal Terms and Conditions Applicable to Agreement

**1. Term.** The Agreement is effective upon the date you agree, by signing the Agreement, or electronically indicating acceptance, and continues so long as you are approved by Vision2, Finix and/or Texas Capital Bank, and use our Services and remain in good standing; or (i) until such time as the Agreement is terminated by you; or (ii) Vision2 and/or Finix and/or Texas Capital Bank terminate your Payment Services in their entirety upon written notice, in which case your continued use of other Vision2 Services remains subject to provisions of Part One, Software as a Service Terms and Conditions.

**2. Termination.** You may terminate this Agreement by closing your Services Account at any time for any reason by following the instructions in your Vision2 Account Profile. Vision2 or the acquiring bank may terminate this Agreement in its entirety and close your Services Account at any time for any reason upon providing you written notice of termination effective as of the date of notification of our intent to terminate. We may suspend your Services Account and your access to the Services and any funds in your Deposit Account, or terminate this Agreement if: (i) we determine in our sole discretion that you are ineligible for the Services due to risk associated with your Services Account, including without limitation, significant credit or fraud risk, patterns of excessive chargebacks or unauthorized transactions, or any other reason, (ii) you do not comply with any of the provisions of this Agreement ; and/or (iii) Finix, Texas Capital Bank, a card association, or card issuer, or legal or law enforcement action requires termination.

**3. Effects of Payment Services Termination.** Upon notice to you of termination of your Payment Services, we will immediately discontinue your access to Payment Services. You agree to complete all pending transactions, immediately remove and discontinue use of all logos, marks and references related to Associations, and stop accepting new transactions through our Payment Services. You will not be refunded the remainder of any fees that you have paid for the Services if your access to or use of the Services is terminated or suspended. Any funds in our custody will be paid out to you subject to the terms set forth in this Agreement. Termination does not relieve you of your obligations as defined in this Agreement and Vision2 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 to: (i) immediately cease your use of Payment Services; (ii) immediately discontinue use of any Vision2 trademarks and remove any Vision2 references and logos from your Site; (iii) continue to be bound by this Agreement. We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or any termination or suspension of the Services or deletion of your information or account data. We reserve the right to retain client data for a period sufficient to resolve chargebacks and or other disputes.

*Part One: Software as a Service Terms and Conditions* will prevail in regards to use of Vision2 Services other than payments, including migration of data to another service provider, data deletion, responsibility or liability regarding your client or organization's data security or privacy and other effects of Payment Services termination.

**4. Payments Liability.** You are responsible for all Reversals, Chargebacks, Claims, fines, fees, penalties, and other liability arising out of or relating to your breach of this Agreement, and/or your use of the Services to process transactions on your behalf. You agree upon notice to you by us and/or Finix and/or Texas Capital Bank that you will reimburse your supporter, Vision2, Finix, Texas Capital Bank and any other third party designated by Vision2, Finix, or Texas Capital Bank for any and all such liability. The following are brief definitions of key terms: (i) "Chargeback" is a request that a supporter files directly with his or her card company or card issuing bank to invalidate a processed payment; (ii) "Claim" is a challenge to a payment that you or your supporter files directly with Vision2. (iii) "Reversal" means Vision2 reverses the settlement of funds from a processed transaction that you received because either the transaction was invalidated by the card issuer or other financial institution or the settlement funds were sent to you in error by either Vision2, Finix, or Texas Capital Bank; the processors, suppliers or licensors of Vision2, Finix, or Texas Capital Bank; or any of the respective affiliates, agents, directors, and employees of any of the entities listed in (1) or (2) above; the sender of the payment did not have authorization to send the payment (for example: the buyer used a card that did not belong to the buyer; a check was forged); you received the payment for activities that violated this Agreement or any other Vision2 agreement. Vision2 will have final decision-making authority with respect to Claims filed with Vision2, our payment processor and/or a Card Association by you or your supporter, including any supporter disputed transactions that you are unable to resolve within 30 days upon notice, or as otherwise mandated if outside of our control. You agree to reimburse Vision2 for your liability. Your liability will include the full amount of the transaction and any associated fees or penalties. You will not receive a refund of any fees paid to Vision2. Without limiting the foregoing, you agree to defend, indemnify, and hold harmless Vision2, Finix, Texas Capital Bank and their respective employees and agents (collectively "Disclaiming Entities") from and against any claim, suit, demand, loss, liability, damage, action, or proceeding arising out of or relating to: (i) your breach of any provision of Payment Services Terms and Conditions and/or other Terms and Conditions of their Agreement ; (ii) your use of our Payment Services, including without limitation any reversals, Chargebacks, Claims, fines, fees, penalties and attorney fees; (iii) your, or your employee's or agent's, negligence or willful misconduct; and/or (iv) third-party indemnity obligations Vision2 incurs as a direct or indirect result of your acts or omissions (including indemnification of any Organization or Issuer). If you are liable for any amounts owed to Vision2 and funds held on your behalf in our Settlement Account are either not available or insufficient, Vision2 may request that Finix or Texas Capital Bank deduct the amounts owed to Vision2. If you do not have sufficient funds in the Reserve, if applicable, to cover your liability, you will be required to add additional funds to your Reserve within 7 days, or Vision2 may debit your Deposit Account or credit card. If you do not deposit funds within 7 days, or funds are not otherwise paid or made available, Vision2 may engage in collections efforts to recover such amounts from you at your cost and expense.

**5. Representations and Warranties.** You represent and warrant to us that the signor of this Agreement is at least eighteen (18) years of age; and is: (i) is authorized to bind you to this Agreement and apply for a Services Account on your behalf, which includes use of the Services, and has the right, power, and ability to enter into and perform under this Agreement; (ii) the organization name identified by you when you registered is the same organization name under which you process charitable transactions; (iii) any transaction submitted by you will represent a bona fide authorization to give funds to your organization; (iv)

you will fulfill all of your obligations to each supporter for which you submit a transaction and will resolve any consumer dispute or complaint directly with your supporter; (v) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (vi) except in the ordinary course of business, transactions submitted by your organization through the Services will not inure to the individual benefit of any director, elder, Principal, or officer, of your organization; and (vii) you will not use the Services, directly or indirectly, for any fraudulent undertaking, or other unacceptable use or in any manner so as to interfere with the use of the Services. Refer to our *Acceptable Use Policy* ([available here](#)), incorporated herein by reference.

**6. No Warranties.** THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SERVICES OR FROM: (I) VISION2, FINIX, OR TEXAS CAPITAL BANK; (II) THE PROCESSORS, SUPPLIERS OR LICENSORS OF VISION2 OR FINIX N.A.; 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 EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, THE DISCLAIMING ENTITIES DO NOT WARRANT: (I) THAT THE INFORMATION THEY PROVIDE OR THAT IS PROVIDED THROUGH THE SERVICES IS ACCURATE, RELIABLE OR CORRECT; (II) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (IV) THAT THE SERVICES WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (V) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (VI) THAT THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY SUBJECT MATTER DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE 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 SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NEITHER VISION2, FINIX NOR TEXAS CAPITAL BANK. WILL BE A PARTY TO OR IN ANY WAY MONITOR



ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

**7. 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 SERVICES, INCLUDING WITHOUT LIMITATION THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE DISCLAIMING ENTITIES (AS DEFINED ABOVE) BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR 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 SERVICES; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS USED IN CONNECTION WITH OUR SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (IV) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE 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 SERVICES; OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS ARTICLE 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 VISION2 DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THIS LIMITATION OF LIABILITY ARTICLE 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 Vision2 OR TEXAS CAPITAL BANK N.A. 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.

**8. Control and Operation of Our Facility.** The Services are controlled and operated from our facilities within the fifty United States. Vision2 makes no representations that the Services are appropriate or available for use in other locations outside the continental United States. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States laws and regulations, foreign and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

**9. Dispute Resolution, Choice of Law and Venue.** You agree that any disputes arising out of or relating to this Agreement or the Services shall be resolved in accordance with this Section. This Agreement is governed by the laws of the State of Texas (without regard to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in Dallas County, Texas. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT. Headings are included for convenience only and shall not be considered in interpreting this Agreement. This Agreement does not limit any rights that Vision2 may have under trade secret, trademark, copyright, patent, and/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.

**10. Right to Amend.** We have the right to amend the terms of this Agreement, including linked agreements hereto, at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Services with notice. Notice of changes will be published 30 days in advance of effective date unless the requirement for change is outside of our control, in which case, advance notice may not be provided if effective date is less than 30 days from date of our notification of such a change. Notices will be provided on [Vision2.com](http://Vision2.com), or any other website maintained or owned by us for the purposes of providing services in terms of this Agreement. Consideration and/or application of any comment on change provided by you will be at the sole discretion of Vision2. Any use of the Services after any such change publication effective date shall constitute your acceptance of this Agreement as modified.

**11. Assignment.** 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 Vision2 without restriction.

**12. Change of Business or Business Circumstance.** You agree to give us at least 30 days prior notification of your intent to change your current services or product types, your organization name or the manner in which you accept payment. You agree to provide us with prompt notification if you contemplate filing a petition for bankruptcy, or are the subject of any involuntary bankruptcy or insolvency petition or proceeding; You also agree to promptly notify us of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of 25% or more of your total assets or any change in the control or ownership of you or your parent entity. You agree to notify us of any judgment, writ, or warrant of attachment, execution, or levy against 25% or more of your total assets not later than three days after you obtain knowledge of it. Vision2 reserves the right to terminate this agreement in its entirety if such action is deemed reasonable and appropriate.

**13. Parties.** This Agreement binds all parties to the terms and conditions of this agreement and all parties are responsible for ensuring their organizations, employees, and volunteers, are in compliance with the terms and conditions of this Agreement as applicable to their roles and responsibilities.

**14. Force Majeure.** No party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, zombie apocalypse, rapture, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control.

**15. Entire Agreement.** Except as expressly provided in this Agreement, these terms and conditions, including any attachment, addendum or amendment to this Agreement, constitute the entire agreement between you and Vision2 regarding Part One (Software as a Service Terms and Conditions); you, Vision2,



Finix, and Texas Capital Bank regarding the provisions in Parts Two (Payment Services Terms and Conditions); and all parties, you, Vision2, Finix and Texas Capital Bank regarding Part Three (Other Legal Terms and Conditions Applicable to Agreement), and supersedes all prior or contemporaneous oral or written communications and understandings, agreements, proposals, and representations with respect to the Software and/or Services (including Payment Services or any other subject matter covered by this Agreement). All terms and conditions and related documentation of this Agreement shall survive and remain in effect in accordance with their terms upon the termination of this Agreement. In the event of a conflict between this Agreement and any other Vision2 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 Vision2, Finix, Texas Capital Bank N.A., our vendors, and/or suppliers (including processors) and sets forth your exclusive remedies with respect to the Services and your access and use of the 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.