



Services Agreement

This QuickCard Payment Services Agreement, and the agreements, policies, and documents incorporated herein, (this “Agreement”), is entered into by and between GreenBox POS d/b/a QuickCard– (“Quickcard,” “we,” or “our”) and the entity or individual who enters into this Agreement (“Merchant” or “you”). This Agreement sets out the terms and conditions under which you may utilize the QuickCard Payment Services.

This Agreement becomes a legally binding contract and is effective as of the earliest date you do any of the following (the “Effective Date”):

Create an account on the QuickCard website; Accept this Agreement online; or Begin using the QuickCard Payment Services. You agree to be bound by the terms of your applicable Bank Agreement(s), which are incorporated herein by this reference.

PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS PROVISIONS, INCLUDING AN AGREEMENT TO ARBITRATE, THAT GOVERN HOW CLAIMS YOU AND QUICKCARD HAVE AGAINST EACH OTHER ARE RESOLVED, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE THE PARTIES TO SUBMIT CLAIMS THEY MAY HAVE AGAINST ONE ANOTHER TO BINDING AND FINAL ARBITRATION. UNDER THE AGREEMENT TO ARBITRATE, THE PARTIES WILL (1) ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST EACH OTHER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (2) ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Agreement

Section 1 — QuickCard Payment Services

1.01 “QuickCard Payment Service(s)” means the Payment Processing Services or Gateway Services defined as follows:

(a) “Payment Processing Services” means the payment processing services offered by QuickCard which provide merchants with the ability to accept credit cards, debit cards, and other payment methods on a website or mobile application. These services include Gateway Services, a bank-sponsored merchant account, recurring billing functionality, payment card storage, foreign currency acceptance, customer support, other software, APIs and services and technology as described on the QuickCard website.

(b) “Gateway Services” means the gateway services offered by QuickCard which provide Merchants with the software and connectivity required to allow real-time secure data transmission for processing of credit and debit card payments on a website or mobile application. The Gateway Services include those additional products and services provided by QuickCard, including but not limited to ACH Services, Check processing, and credit/debit processing Services (“QuickCard Products and Services”). In addition, the Gateway Services include certain payment technology services provided by third parties that are used to facilitate your processing of credit and debit card payments (“Payment Technology Services”). You acknowledge and agree that the Payment Technology Services are provided solely by the relevant



third party (and not QuickCard) as set forth in the applicable Payment Technology Services terms (Available at Visa: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>; MasterCard: <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>; American Express: https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf), and that QuickCard will under no circumstances be responsible or liable for any damages, losses or costs whatsoever suffered or incurred by you resulting from any Payment Technology Services.

You acknowledge that QuickCard uses digital wallet accounts for its Gateway Services. You acknowledge and consent to the use of the digital wallet to deposit, transact, and receive funds and agree to disclose same to any of your customers that transact on using QuickCard Payment Systems. You appoint QuickCard as your limited payment collection agent for the sole purpose of accepting payment on your behalf from your customers for goods or services purchased from you using the Payment Processing Services and, depending on the region, applicable taxes and fees. You agree that payment by any of your customers to QuickCard constitutes payment made directly to you and fully satisfies the customer's obligation to you for that payment, and you must fulfill your obligations to the customer as if you had received the payment directly from the user.

Section 2 — Fees and Taxes

2.01 Fees

In exchange for us providing you with the QuickCard Payment Services, you agree to pay us the fees, including applicable transaction, multi-currency and chargeback fees, as listed in the fee schedule, set forth in your Merchant application, and incorporated herein by this reference. We reserve the right to revise our fees at any time, subject to a thirty (30) day notice period to you prior to the new fees taking effect. Interest shall accrue at the lower rate of 1.5% per month, or the maximum amount permitted by law, on all overdue amounts. In the event that you have a good faith dispute as to the amounts due, you agree to pay the undisputed amounts. Interest shall not accrue on any disputed amounts so long as you pay such amounts within thirty (30) calendar days after resolution of the dispute.

2.02 Payment of Fees, Payouts, and Right to Set-off

Subject to the terms of this Agreement, QuickCard will send to your Bank Account all amounts due to you from your Transactions, minus any fees, reversals, invalidated Payments, chargebacks, refunds or other amounts that you owe to QuickCard under this Agreement. You agree that, if we do not send to your Bank Account any amount due to you pursuant to this Agreement, you will have recourse only against QuickCard. If the Payout is not sufficient to cover the amounts due, you agree that we may debit your Bank Account for the applicable amounts, and/or set-off the applicable amounts against future Payouts. Upon QuickCard's request, you agree to provide QuickCard with all necessary bank account routing and related information and grant QuickCard permission to debit amounts due from your Bank Account.

Payout may be delayed at QuickCard's sole discretion or as set forth in your Merchant Services Application.



2.03 Taxes

Merchant shall pay, indemnify, and hold QuickCard harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on QuickCard's income, and (ii) all government permit fees, customs fees and similar fees which QuickCard may incur with respect to this Agreement. Such taxes, fees and duties paid by Merchant shall not be considered a part of, a deduction from, or an offset against, payments due to QuickCard hereunder.

Section 3 — Restricted Activities, Representations and Warranties, American Express Card Acceptance

You agree that you will not:

- (a) Breach this Agreement, your Bank Agreement, or any other agreement that you have entered into with us in connection with the QuickCard Payment Services;
- (b) Violate any federal, state, or local laws, rules, or regulations applicable to your business;
- (c) Violate any rule, guideline, or bylaw of any of the Associations (the "Association Rules"), as they may be amended by the Associations from time to time. Some of the Association Rules are available for Visa, Mastercard, American Express, and Discover.
- (d) Fail to provide us with any information that we reasonably request about you or your business activities, or provide us with false, inaccurate or misleading information;
- (e) Refuse to cooperate in a legal investigation or audit that may be required by the Associations;
- (f) Integrate or use any of the QuickCard Payment Services without complying with our requirements;
- (g) Utilize recurring billing functionality without properly obtaining your customers' consent to be billed in such a manner;
- (h) Submit any Transaction for processing through the QuickCard Payment Services which does not represent a bona fide, permissible Transaction as outlined in this Agreement and in the Association Rules, or which inaccurately describes the product or services being sold or the charitable donations being made;
- (i) Process Transactions or receive payments on behalf of any other party, or redirect payments to any other party;
- (j) Display with unequal size or prominence, show preference for, or discriminate against one card brand or type over another, including your policies for purchases; and
- (k) Bill or collect from any cardholder for any purchase or payment on the card unless you have the right to do so under the Association Rules.

3.02 Representations and Warranties by Merchant



Merchant has the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against Merchant and no provision requiring Merchant's performance is in conflict with its obligations under any agreement to which Merchant is a party.

Merchant is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Merchant's business operates.

3.03 Additional Terms for American Express Card Acceptance

- a. American Express may use the information obtained in your application at the time of setup to screen and/or monitor you in connection with card marketing and administrative purposes.
- b. By accepting these terms, you agree to receive commercial marketing communications from American Express. You may opt out by notifying QuickCard via email at support@quickcard.me. If you opt out of commercial marketing communications, you will still receive important transactional or relationship messages from American Express.
- c. American Express may conduct an audit of you at any time, for the purpose of determining compliance with the American Express Association Rules.
- d. You authorize QuickCard to submit transactions to, and receive settlement from, American Express, and to disclose transaction and merchant information to American Express to perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes and important transactional or relationship communications.
- e. Merchant may terminate its acceptance of American Express at any time upon notice.

Section 4 — Liability for Invalidated Payments and other Liabilities

You are liable for all claims, expenses, fines and liability we incur arising out of:

- (a) a Chargeback, Refund, over-payment, payment error, or other invalid payment you cause (collectively "Invalidated Payment");
- (b) any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and
- (c) any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the QuickCard Payment Services.

In the event of an Invalidated Payment or other liability, we may deduct the amounts due to QuickCard from your Payouts.

Section 5 — Actions We May Take

5.01 Credit Report Authorization and Verification of Information



You authorize QuickCard, directly or through third parties, to make any inquiries or take any actions we consider necessary to validate your identity, evaluate your creditworthiness, and verify information that you have provided to us. You authorize QuickCard to obtain financial and credit information, such as pulling your personal credit report, or the credit report for your directors, officers, and principals. By completing your application to become a QuickCard customer, you are providing QuickCard with written instructions and authorization in accordance with the Fair Credit Reporting Act to obtain such financial information or credit reports.

In the event that we are unsuccessful in receiving satisfactory information for us to verify your identity or determine that you are creditworthy, QuickCard reserves the right to terminate this Agreement with immediate notice to you, cease to provide access to the QuickCard Payment Services, and refuse or rescind any payment by your customers.

5.02 Actions by QuickCard

If we believe that your Transactions pose an unacceptable level of risk, that you have breached the terms of this Agreement, or that your account has been compromised, we may take various actions to avoid liability. The actions we may take include, but are not limited to, suspending or limiting your ability to use the QuickCard Payment Services, refusing to process any Transaction, reversing a Transaction, holding your Payouts, and contacting your customers to verify Transactions and reduce potential fraud and disputes. If possible, we will provide you with advance notice of our actions and resolution steps. However, advance notice will not be provided if there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity.

5.03 Reserves

QuickCard, in its sole discretion, may place a Reserve on a portion of your Payouts in the event that we believe that there is a high level of risk associated with your business. If we place a reserve on your Payouts, we will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of your Payouts are held for a certain period of time, that a fixed amount of your Payouts are withheld from payout to you, or such other restrictions that QuickCard determines in its sole discretion. QuickCard may change the terms of the Reserve at any time by providing you with notice of the new terms.

QuickCard may hold a Reserve as long as it deems necessary, in its sole discretion, to mitigate any risks related to your Transactions. You agree that you will remain liable for all obligations related to your Transactions even after the release of any Reserve. In addition, we may require you to keep your Bank Account available for any open settlements, Chargebacks and other adjustments.

5.04 Security Interest

To secure your performance of this Agreement, you grant to QuickCard a legal claim to the funds held in the Reserve. This is known in legal terms as a “lien” on and “security interest” in these amounts.

5.05 Excessive Chargeback fees.



You agree that QuickCard shall be entitled to charge an Excessive Chargeback fee if Chargebacks are over 1% of the total transactions processed for the preceding calendar month. If at the end of a calendar month, your total Chargebacks have exceeded 1% of your total transactions, an Excessive Chargeback fee of \$99.00 USD will be charged for each chargeback that is over 1% threshold, the Excessive Chargeback Fee will be charged in addition to any other applicable Chargeback fees set forth in your Merchant Application Fee Schedule.

5.06 Transaction Laundering

Transaction laundering, using the credentials of another business, providing inaccurate or false information on your merchant application, and/or misrepresentation of goods or products transacted on our systems, are all expressly prohibited. Any of the aforementioned actions could be a violation of State and/or Federal Law. You give your express consent to a transaction laundering fee of \$100,000. This fee shall be assessed per prohibited act or transaction. Examples of prohibited acts include but are not limited to: (A) transacting using QuickCard Payment Services on an another URL not disclosed on your Merchant Services Application; (C) adding, modifying or changing the goods or products sold using your Merchant Account without first notifying QuickCard and obtaining QuickCard's express consent to the new or modified products or goods; (D) using QuickCard Payment Services in any way violates any Card Brand and or Visa (<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>), MasterCard (<https://www.mastercard.us/content/dam/mccom/global/documents/mastercardrules.pdf>), Amex (https://icm.aexpstatic.com/Internet/NGMS/US_en/Images/merchantpolicypdfs/US_RefGuide_S.pdf), DiscoverCard (<https://www.discoverglobalnetwork.com/en-us/business-resources/fraud-security/pci-rulesregulations/>) rules ; and/or (E) transacting using QuickCard Payment Services in violation of any State, Federal, or Local law.

Section 6 – Account Security, Data, Intellectual Property and Publicity

6.01 Security of your access You agree to:

- (a) Not allow anyone else to have or use your password details and to comply with all reasonable instructions we may issue regarding account access and security. In the event you share your password details, QuickCard will not be liable to you for losses or damages;
- (b) Keep your personal details up to date. We may be unable to respond to you if you contact us from an address, telephone number or email account that is not registered with us; and
- (c) Take all reasonable steps to protect the security of the personal electronic device through which you access the QuickCard Payment Services (including, without limitation, using PIN and/or password protected personally configured device functionality to access the QuickCard Payment Services and not sharing your device with other people).
- (d) Ensure that all products, goods, and services you offer to customers meet the terms of this agreement, and the Visa (<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>), MasterCard



(<https://www.mastercard.us/content/dam/mccom/global/documents/mastercardrules.pdf>), Amex (https://icm.aexpstatic.com/Internet/NGMS/US_en/Images/merchantpolicypdfs/US_RefGuide_S.pdf), DiscoverCard (<https://www.discoverglobalnetwork.com/en-us/business-resources/fraud-security/pci-rulesregulations/>) rules.

(e) Notify QuickCard and obtain QuickCard's express written consent to any changes in the products, goods, and services you offer.

6.02 Data Security Compliance

Merchant agrees to comply with applicable data privacy and security requirements under the Payment Card Industry Data Security Standard ("Association PCI DSS Requirements") and any applicable Association data security requirements (including those made available by Visa, MasterCard, American Express and Discover) with regards to Merchant's use, access, and storage of certain credit card nonpublic personal information. Additionally, Merchant agrees to comply with its obligations under any applicable law or regulation as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use, and disclosure of cardholder information. You must report any Customer Data breach or incident to QuickCard and/or the Associations immediately after discovery of the incident. You also agree to ensure data quality and that any Customer Data is processed promptly, accurately and completely, and complies with the Associations' technical specifications.

6.03 Ownership of Data

All Customer Data shall be owned by Merchant and Merchant hereby grants QuickCard a perpetual, irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display Customer Data for the following purposes: (i) providing and improving the QuickCard Payment Services, including the collection, processing and use of Customer Data for the purposes of QuickCard providing and improving the Fraud Protection Tools as part of the QuickCard Payment Services; (ii) internal usage, including but not limited to, data analytics and metrics so long as such Customer Data has been anonymized and aggregated with other customer data; (iii) complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of information in accordance with local laws; and (iv) any other purpose for which consent has been provided by the Customer. Merchant undertakes to provide all notices and obtain all consents necessary for QuickCard's use of Customer Data set out above.

6.04 Data Protection

Each Party shall comply with its obligations under all applicable data protection laws in respect of the Services to be provided under this Agreement. Each Party agrees in respect of any such personal data supplied to it by the other Party that it shall: (a) only act on instructions from the other Party regarding the processing of such personal data under this Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data; and (b) comply with



any reasonable request made by the other Party to ensure compliance with the measures contained in this Section.

6.05 Software License

QuickCard grants you a revocable, non-exclusive, non-transferable license to use QuickCard's APIs and other software applications (the "Software") in accordance with the documentation accompanying the Software. This license grant includes all updates, upgrades, new versions and replacement software for your use in connection with the QuickCard Payment Services. If you do not comply with the documentation and any other requirements provided by QuickCard, then you will be liable for all resulting damages suffered by you, QuickCard and third parties. Unless otherwise provided by applicable law, you agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. Upon expiration or termination of this Agreement, you will immediately cease all use of any Software.

6.06 QuickCard Trademark Use

Merchant shall not use any of QuickCard's trademarks, logos or other pictures, words or images used to identify the QuickCard Payment Services (the "Trademarks"), unless QuickCard has given you its express written consent to use the Trademarks. Any usage of the Trademarks by Merchant shall be subject to a revocable, non-exclusive, non-transferrable license and used solely in conjunction with the Merchant. The Merchant agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to QuickCard (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, you will immediately cease all display, advertising and use of the Trademarks, including the logos and trademarks of the Associations.

6.07 Intellectual Property

Other than the express licenses granted by this Agreement, QuickCard grants no right or license by implication, estoppel or otherwise to the QuickCard Payment Service or any Intellectual Property Rights of QuickCard. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of QuickCard, in the QuickCard Payment Service) and all Intellectual Property Rights therein, subject only to the rights and licenses specifically granted herein.

6.08 Publicity

Merchant hereby grants QuickCard permissions to use Merchant's name and logo in its marketing materials including, but not limited to use on QuickCard's website, in customer listings, in interviews and in press releases.

6.09 Confidential Information



The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the QuickCard Payment Services and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the “Confidential Information”) all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party’s obligations under this section or by breach of a third party’s confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party’s confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party’s Confidential Information; (ii) not use the disclosing party’s Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party’s express prior written consent; (iii) disclose the disclosing party’s Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party’s internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

Section 7 - Indemnification, Limitation of Liability, Disclaimer of Warranties

7.01 Indemnification

Merchant agrees to indemnify, defend, and hold harmless QuickCard, its parent, affiliates, officers, directors, agents, employees and suppliers from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys’ fees and cost of defense) they may suffer or incur as a result of (i) your breach of this Agreement or any other agreement you enter into with QuickCard or its suppliers in relation to your use of the QuickCard Payment Services; (ii) your use of the QuickCard Payment Services; (iii) your acts or omissions; and/or (iv) your violation of any applicable law, regulation, or Association Rules and requirements.

7.02 LIMITATION OF LIABILITY

QUICKCARD SHALL NOT BE LIABLE TO YOU OR A THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE QUICKCARD PAYMENT SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF



DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF QUICKCARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL QUICKCARD'S TOTAL AGGREGATE LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY MERCHANT TO QUICKCARD UNDER THIS AGREEMENT DURING THE FIRST TWELVE (12) MONTH PERIOD AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

7.03 DISCLAIMER OF WARRANTIES

THE QUICKCARD PAYMENT SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. QUICKCARD DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUICKCARD OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF QUICKCARD'S OBLIGATIONS.

The parties acknowledge that the QuickCard Payment Service is a computer network-based service which may be subject to outages and delay occurrences. As such, QuickCard does not guarantee continuous or uninterrupted access to the QuickCard Payment Services. Merchant further acknowledges that access to the QuickCard website or to the QuickCard Payment Services may be restricted for maintenance. QuickCard will make reasonable efforts to ensure that Transactions are processed in a timely manner; however, QuickCard will not be liable for any interruption, outage, or failure to provide the QuickCard Payment Services.

Section 8 - Term and Termination

8.01 Term and Termination

The term of this Agreement shall commence on the Effective Date and shall continue until terminated as set forth herein. You may terminate this Agreement, without cause, by providing QuickCard with notice of your intent to terminate by emailing us at support@quickcard.me. You may be subject to additional fees or charges.

QuickCard may terminate this Agreement or suspend services to you if any of the following occurs: (1) we are required by the Associations, the acquiring bank, or an order from a regulatory body to cease providing services to you; (2) we believe that you have breached this Agreement, or are likely to do so; (3) if we determine that your use of the QuickCard Payment Services carries an unacceptable amount of risk, including credit or fraud risk; or (4) any other legal, reputational, or risk-based reason exists, in QuickCard's sole discretion. In the event that QuickCard must terminate this Agreement, QuickCard shall provide you with written notice as soon as reasonably practicable.

After termination by either party as described above, Merchant shall no longer have access to, and shall cease all use of the QuickCard Payment Services. Any termination of this Agreement does not relieve



Merchant of any obligations to pay any fees, costs, penalties, Chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

Section 9 – General Provisions

9.01 Independent Contractors

The relationship of QuickCard and Merchant is that of independent contractors. Neither Merchant nor any of its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of QuickCard, nor do they have any authority to bind QuickCard by contract or otherwise to any obligation. None of such parties will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise.

9.02 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

9.03 Waiver

No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

9.04 Assignment

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of QuickCard. QuickCard may assign this Agreement in its sole discretion without the written consent of Merchant.

9.05 Amendment

We may amend this Agreement at any time by posting a revised version of it on our website under the "Legal" section of our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with 30 days' prior notice of any substantial change by posting notice under the "Policy Updates" section contained in the "Legal" section of our website. If you do not agree to the updated terms, you can terminate your Agreement by providing us with notice in the manner indicated below in Section 9.09. If you provide us with termination notice within 30 days of the date of update, then your current terms and conditions shall apply during this notice period.

9.06 Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants,



arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

9.07 Survival

Sections 2 (Fees and Tax), 4 (Liability for Chargebacks, Invalidated Payments and other Liabilities), 5 (Actions We May Take), 6.08 (Confidential Information), 7 (Indemnification, Limitation of Liability, Disclaimer of Warranties), 8 (Term and Termination, Data Portability), 9 (General Provisions), as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

9.08 Communication; Recording Calls; and Availability of Contractual Documents

You consent to receive autodialed or prerecorded calls and text messages from QuickCard at any telephone number that you have provided us or that we have otherwise obtained to (i) notify you regarding your account; (ii) collect a debt; (iii) resolve a dispute; (iv) contact you about exclusive offers; or (v) as otherwise necessary to service your account or enforce the Agreement. Standard telephone minute and text charges may apply.

We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the Agreement, our policies, or any other agreement we may have with you. You agree these service providers may also contact you using autodialed or prerecorded calls and text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.

QuickCard may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with QuickCard or its agents for quality control and training purposes or for its own protection.

If you have a question or complaint relating to the QuickCard Payment Services or your Transactions, please contact the QuickCard customer support as defined in the "Contact" tab of the QuickCard website.

9.09 Notices, Contracting Entity, Governing Law, and Jurisdiction

- a. Contracting Entity. "QuickCard," "we," and "our" in this Agreement refer to GreenBox d/b/a QuickCard, 8880 Rio San Diego Drive, Suite 102, San Diego, CA 92108.
- b. Notice to Merchant. Merchant agrees that QuickCard may provide notices and disclosures to Merchant by posting them on QuickCard's website, emailing them to Merchant, or sending them to Merchant through postal mail. Notices sent to Merchant by postal mail are considered received by



Merchant within three (3) Business Days of the date QuickCard sends the notice unless it is returned to QuickCard. Disclosures and notices posted on QuickCard's website or emailed 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 we receive notice that the email was not delivered. Furthermore, you understand and agree that if QuickCard sends you an email but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, QuickCard will be deemed to have provided the communication to you. In addition, QuickCard may send Merchant emails, including, but not limited to, those relating to product updates, new features and offers and Merchant hereby consents to such email notification. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy.

c. Choice of law and jurisdiction. The laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between the parties, except as otherwise stated in this Agreement.

9.10 Agreement to Arbitrate

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND QUICKCARD HAVE AGAINST EACH OTHER ARE RESOLVED.

You and QuickCard agree that any and all disputes or claims that have arisen or may arise between you and QuickCard shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this provision.

THE PARTIES ALSO AGREE THAT YOU AND QUICKCARD MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND QUICKCARD AGREE OTHERWISE, THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER QUICKCARD MERCHANTS.

The arbitration will be conducted by the Judicial Arbitration & Mediation Services ("JAMS") pursuant to its Streamlined Arbitration Rules and Procedures, as modified by this Agreement to Arbitrate. Payment of all filing, administration, and arbitrator fees will be governed by the JAMS rules. All issues are for the arbitrator to decide, except that issues relating to arbitrability, or the scope or enforceability of this agreement to Arbitrate, shall be for a court of competent jurisdiction to decide. If a court decides that any part of this Section is invalid or unenforceable, the other parts of this Section shall still apply.



The arbitration shall be held in San Diego, California or another mutually agreed upon location. QuickCard may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and QuickCard subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or QuickCard may attend by telephone, unless required otherwise by the arbitrator(s).

The arbitrator(s) will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different merchants, but is/are bound by rulings in prior arbitrations involving the same merchant to the extent required by applicable law. The arbitration award shall be final and binding and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.