



Cardis Operating Rules - for Online Merchants

1. General Terms

1.1 Cardis Enterprises International (USA) Inc., doing business as Cardis ("we" or "Company" or "Cardis") provides Merchant (also "you") access via a payment processor to the Cardis payment platform ("**Cardis Platform**"), subject to Merchant's acceptance of and compliance with the following Cardis Operating Rules ("**Rules**").

1.2 For Merchants whose customers make repeat low value payment ("**LVP**") purchases using payment cards (credit, debit, prepaid), with the Cardis Platform several individual Consumer LVP transactions ('Consumer' defined below) made over a period of time are aggregated and processed through a card network efficiently as one transaction. As a result, the cost of processing such an aggregate card transaction is spread over a series of low value payments that are never processed individually through the card network.

1.3 Cardis authorizes use of the Cardis Platform by Merchants through their payment processor, subject to the terms and conditions set forth in these Rules, strictly for the purpose of access and utilization of the Cardis Platform, and as an express condition of such use and access, you agree to comply with all of the following Rules. These Rules, as amended by Cardis from time to time, constitute a complete and binding legal agreement between you and Cardis.

1.4 Cardis reserves the right to change, update or otherwise alter these Rules at any time and without notice. All changes are effective immediately. We will do our best to notify you of any significant changes, but it shall remain your responsibility to monitor these Rules for changes. In the event of a conflict between these Rules and any other content provided by Cardis, unless specifically provided otherwise, these Rules shall govern.

2. Cardis Platform Services Description

2.1 The Cardis Platform enables payment processors to provide payment card transaction aggregation service to Merchants, and includes a Consumer registration portal (**CRP**) with secure method to tokenize payment card data.

This paragraph provides a summary of the remainder of section 2. For authorized Consumers (i.e. the Merchant's customers), a predefined amount assigned by Cardis based on Merchant's average LVP amount and purchase frequency ("**Preauthorization Amount**") is preauthorized with the card network and loaded in the Cardis Platform as a specific digital balance available to the



Consumer for LVP spending (“**Digital Balance**”). Each preauthorization signals the start of a new Aggregation Cycle. “**Aggregation Cycle**” means the spending period within which LVP purchases will be aggregated. “**Consumer**” means individuals having an established customer account with a Merchant, with at least one payment card (credit, debit or prepaid) linked to such account, who have accepted the Merchant Consumer terms of service. The Consumer can spend the Digital Balance making small purchases at the Merchant. Only once the Digital Balance is consumed, or the LVP aggregation time limit that will be available for the Consumer to spend the preauthorized amount (“**LVP Aggregation Time Limit**”) has expired does Cardis instruct the payment processor to submit the aggregate completion transaction (“**Capture**”) for settlement of the total amount spent to the card network, thereby reducing payment processing costs for Merchant. Consumers do not need to worry about having sufficient Digital Balance for their next purchase. Whenever needed, another preauthorization transaction is automatically initiated to replenish the Digital Balance and begin a new Aggregation Cycle.

2.2 The payment processor will provide the Cardis Platform payment card transactions aggregation service for LVP to the Merchant, for cards preregistered as “card on file”. In order for the Merchant to allow its customers to use payment cards to make purchases using the Cardis Platform the Merchant must enroll for the Cardis registration and aggregation service and establish a Merchant account with the payment processor.

2.3 Merchants will require Consumers to pre-register relevant billing, shipping and payment data before a purchase can be processed. Initially, during such registration the Consumer will input non-payment data on the Merchant platform - customer name, billing and shipping addresses (and names if different than customer name), email, mobile phone number - and receive a unique Merchant issued Consumer identification number (“**Customer ID**”). This information is passed in a secure manner to the CRP by the Merchant, and the Consumer internet browser connects to the CRP to review and accept the Merchant’s terms of service. Once the Consumer accepts the Merchant’s terms of service (which needs to include a Cardis aggregation acknowledgment as noted below in section 2.9) the Consumer browser is transferred to the secure payment processor portal in order that the Consumer may input payment card details. During Consumer registration, Consumer payment card information (i.e. card number, expiry date and card verification data) is recorded by the payment processor only.



2.4 Cardis does not receive, store or share Consumer payment card information. When Consumer registration is successful, the payment processor will return to Cardis a high value payment (HVP) token which represents the payment card data input by the Consumer. Cardis provides the HVP token to the Merchant for processing high value payment transactions via the payment processor to the card networks, and also provides a Cardis LVP token for the Cardis Consumer account for processing LVP transactions via the payment processor to the Cardis Platform.

2.5 The Cardis Platform creates a Consumer account profile which includes the (i) Customer ID, (ii) Consumer name, (iii) HVP token, (iv) LVP token, and, (v) other non-payment data received from the Merchant. The Merchant will ensure that non-payment data such as Consumer billing address, email address, and mobile phone number are kept current in the Cardis Platform on an ongoing basis by using profile update functionality supported by the CRP. If the Consumer must update payment card information (i.e card expired, card reissued by issuer, customer chooses to use a different card type), the Merchant (and Consumer browser) will use the CRP which will access the secure payment processor portal in a similar manner as described in the initial Consumer registration. The payment processor will generate a new HVP token. Cardis will update the Consumer account profile with the new HVP token, and then provide the new HVP token for the Customer ID to the Merchant for processing future high value payment transactions, The Merchant will discard the old HVP token for the Customer ID upon receipt of a new HVP token from the Cardis Platform.

2.6 All LVP transactions will be processed using the Cardis LVP token. Each Consumer has a Merchant issued Customer ID, as noted above, and an associated account on the Cardis Platform. When the Merchant submits a LVP transaction for approval to the payment processor, the request must include both a valid Merchant Customer ID and the Cardis LVP token for the associated Cardis Consumer account and Digital Balance. If Customer ID and the Cardis LVP token pair do not match the values stored in the Cardis Platform for the associated Cardis Consumer account, the transaction will be rejected.

2.7 If the remaining Digital Balance is sufficient to cover the current transaction, Cardis will generate an authorization and return the response to the payment processor and the payment processor will forward the response to the Merchant. If the remaining Digital Balance is not sufficient to cover the current transaction, Cardis will submit a new preauthorization request to the payment processor which in turn will submit an authorization request on behalf of this Merchant to the card network for approval. Upon receipt of the approval



from the card network for authorization, Cardis will adjust the Digital Balance to equal the Preauthorization Amount less the LVP purchase amount, generate an authorization number for the Cardis LVP purchase amount and respond to the original transaction for the Cardis Consumer account number.

2.8 Merchants are paid for LVP transactions when a Capture transaction is submitted for settlement with the card network either when the Digital Balance has been consumed, or, when the LVP Aggregation Time Limit has expired. The Capture transaction represents completion of aggregation processing for the amount that has been spent by the Consumer. The payment processor will generate a Merchant deposit using standard processes. Merchants will generally receive payment within two business days following settlement of the Capture transaction to the card network, and receipt of funds from the card network by the payment processor.

2.9 During registration with the Merchant, Consumers wishing to use their payment card to make purchases at Merchants enrolled for the aggregation service will acknowledge the terms and conditions as follows:

(i) The Consumer will instruct the Merchant to use the Cardis Platform to aggregate small transactions (below a specified dollar amount - LVP threshold) before debiting the customer's payment card for the completion amount when either the Digital Balance has been spent by the Consumer, or the LVP Aggregation Time Limit (e.g. 21 days) has expired which signals the end of an Aggregation Cycle.

(ii) The Consumer will acknowledge the Preauthorization Amount (specific to the Merchant - e.g. \$20) that will be submitted for authorization to the card association which is triggered when the Digital Balance is less than the current LVP purchase amount. The preauthorization signals the beginning of an Aggregation Cycle.

(iii) Acknowledgment of Section 4 below - Data Reporting and Analytics.

(iv) The Consumer will acknowledge the Merchant's Return Policy and Merchant's Privacy Policy.

2.10 Each Capture transaction is associated with the Preauthorization Amount. The Capture transaction will be for an amount equal to or less than the Preauthorization Amount and will reflect the amount spent by the Consumer during an Aggregation Cycle. In an Internet Commerce, or "card not present" environment, Capture transactions are categorized as "full recourse" (to the Merchant) which means that in the event of a dispute by the Consumer to the



card issuer, the card issuer may generate a chargeback to the payment processor, who in turn will debit the Merchant account. Merchants may contest the chargeback by presenting evidence of original preauthorization approval, address verification and card value verification validation (performed by CRP during registration and profile updates), and proof of delivery in an effort to be reimbursed by the card issuer via the payment processor.

2.11 In an effort to minimize Consumer disputes which may result in a chargeback, Cardis will provide the Merchant with a Cardis Preauth & Completion report on a daily basis, once a transaction has been completed either due to the Consumer using all the Digital Balance, or due to the expiration of the LVP Aggregation Time Limit. Upon receipt of this data, the Merchant shall email the Consumer to provide a transaction receipt for the amount of completion (Capture) transaction which will be debited to the payment card on file, and also to disclose the LVP purchases which have contributed to the final completion amount. Capture transactions will maintain the original card brand when settled to the card networks and posted to the Consumer's payment card by the issuer. See **Appendix A** for a sample completion transaction receipt.

2.12 Transactions processed using the Cardis LVP aggregation service will carry the Cardis brand (e.g. LVP powered by Cardis) and a transaction record will be given to the Consumer by the Merchant for each LVP transaction to confirm what the Consumer has purchased (and received). The LVP transaction record will include "Cardis Aggregation Service", Merchant name, unique transaction ID, LVP transaction amount, Cardis authorization number, and date/time of the LVP purchase, and Merchant return policy. The transaction record will advise the Consumer that a notification of the final completion amount (and transaction receipt) will be provided pursuant to the Merchant Terms & Conditions accepted by the Consumer at initial registration when either the Digital Balance has been consumed, or the LVP Aggregation Time Limit has expired representing the end of the Aggregation Cycle. The completion amount will post to the Consumer's payment card and reflect the Merchant's name (not Cardis LVP Aggregation service). (See Appendix A for sample transaction record and transaction receipt layouts).

2.13 The Merchant should keep a copy of this email communication (referenced in paragraph 2.11 above) on file as evidence for the issuer if required. In addition, the Merchant should maintain records of proof of delivery (for both digital goods and for physical goods).



3. API Integration & Certification Process

3.1 Merchants will interface to the Cardis Platform (including Consumer Registration Portal (CRP)) and payment processor by following instructions provided in the Online Merchant Cardis Integration document. Supplemental information for processing authorization requests is provided in the payment processor's interface specification. The Cardis Platform and payment processor provides Merchants with access to a fully functioning test system which mirrors functionality in the production environment.

3.2 The Cardis CRP plays an important role in simplifying compliance with PCI DSS requirements as the Merchant never receives card data during initial Consumer registration and Consumer profile changes. This does not preclude Merchants from understanding implications associated with PCI DSS, and as such, the Merchant must complete self-assessment questionnaire(s) with the payment processor and should undergo periodic system vulnerability scans by an approved third party assessor.

3.3 The Merchant will ensure that Consumer profiles including payment tokens maintained on the Merchant system are secure from inadvertent alteration. Any detection of unwanted access or alteration will be reported immediately by the Merchant to Cardis and the payment processor.

3.4 In order to complete integration with the Cardis Platform, the Merchant must provide the payment processor with approval for Cardis to use a Terminal ID provided by the payment processor associated with the Merchant account for the purpose of obtaining preauthorization on behalf of the Merchant to replenish the Consumer's Digital Balance, and to submit Capture transactions on behalf of the Merchant for settlement with the card issuers via the payment processor. In addition, the Merchant must provide Cardis with the following interface links for integration with the CRP:

- (i) Static Data_URL where payment processor token and other data is posted
- (ii) Static Success_URL for successful payment processor card tokenization and Cardis registration
- (iii) Static Decline_URL for declined payment processor card tokenization or Cardis registration



3.5 The Merchant will follow a certification script provided by the payment processor and Cardis to demonstrate end to end functionality required for the deployment (including Consumer registration, Consumer profile maintenance, and purchase transaction requests) is working in accordance with the interface specifications provided to the Merchant. The Merchant will provide Cardis with the version of software that has been certified. If any changes are made to the Merchant's system that are related to payment processing, the Merchant must advise Cardis of this change and schedule recertification to ensure that the changes have not impacted the integrity of registration, profile maintenance or transaction processing functionality that was previously certified.

4. Data Reporting and Analytics

Cardis provides to Merchants, access to purchase details concerning transactions conducted on the Cardis Platform at Merchant's locations that make up the aggregation total for each payment. In addition, Cardis may receive high value payment transaction data processed by the payment processor. The data provided to Merchants pursuant to these Rules includes a history of a Consumer's transaction on the Cardis Platform at your locations (i.e., the date, time, location, and amount of each Consumer's individual purchases). Merchant grants to Cardis a non-exclusive license to capture, store, use, and transfer any and all Consumer data and related reporting and analytics features, subject to these Rules and Cardis' Privacy Policy, in any way that Cardis sees fit now and in the future. Merchant retains all ownership of all data collected by the Cardis Platform.

5. Use of the Cardis Platform

5.1 Your use of the Cardis Platform, is authorized by Cardis for the limited purposes set forth in these Rules.

5.2 You represent and warrant that all information provided by you to Cardis is complete and accurate. You agree that the entity identified in connection with your Merchant account with payment processor shall be the only entity for which payments are accepted by the Cardis Platform. Merchants are not authorized to accept payments on behalf of an unidentified third party using the Cardis Platform.

5.3 You agree that, to the extent the Cardis Platform is used to facilitate payments by Consumers, payments shall only be accepted for goods and/or services actually delivered or provided by you in the ordinary course of your business, as described by you to Cardis in the application and registration



process, or as updated from time to time by contacting Cardis. You are required to notify Cardis of any material change or expansion in the nature of goods and services offered by your business, for which you intend to use Cardis Aggregation.

5.4 You shall not use the Cardis Platform for the purpose of accepting security or payment for loans, providing cash advances, check cashing, or otherwise distributing cash to any person or entity. You warrant to Cardis that you comply with all applicable laws and regulations concerning the prevention of money laundering and/or funding of terrorist organizations.

5.5 You shall not use the Cardis platform to accept payments for or in connection with any other entity, illegal activity, in violation of any federal, state, or local law, or in connection with any lottery or gambling activity. You agree to notify Cardis of any actual or suspected unauthorized use, fraud, violations of any state or federal laws or regulations, or other breach of these Rules.

5.6 As a Merchant utilizing the Cardis Platform, your conduct and business practices reflect upon Cardis and the community of Merchants using Cardis aggregation services. Cardis reserves the right to suspend and/or terminate your use of the Cardis Platform if, in its sole discretion, it determines that your business, conduct, or business practices reflect poorly upon Cardis.

6. Marketing

6.1 You grant us, our affiliates and our advertising partners, a limited, non-exclusive license to use, copy, reproduce, modify, license, distribute and publish any of your trademarks, service marks, logos, photographs, text, images or other content ("**Merchant Content**") for publication as part of marketing or promotion of your use of Cardis, including in applications, on the Cardis website, through the online services of our affiliates and advertising partners. You represent and warrant to us that you have the right to provide the Merchant Content to us, and that the use, copying, modification and publication of the Merchant Content by us and by our affiliates and advertising partners: (a) will not infringe, violate or misappropriate any third party copyright, patent, trade secret or other proprietary rights, (b) will not infringe any rights of publicity or privacy, and (c) will not be defamatory or obscene or otherwise violate any law.

6.2 In order to facilitate the Merchant marketing initiatives, Merchant is granted a limited, non-exclusive license to use Cardis trademarks and logos for publication as part of marketing or promotion of your use of Cardis Platform.



Cardis represents and warrants to you that we have the right to provide to you the Cardis trademarks and logos for the above-enumerated purposes, and that the use, copying, modification and publication by you and your advertising partners: (a) will not infringe, violate or misappropriate any third party copyright, patent, trade secret or other proprietary rights, (b) will not infringe any rights of publicity or privacy, and (c) will not be inflammatory or obscene or otherwise violate any law. All use of Cardis trademarks and logos will be coordinated with Cardis in advance.

6.3 Neither party is permitted to alter or modify any trademarks or logos of the other. Merchant shall not use any Cardis trademarks or logos in any way that suggests or implies that Cardis endorses Merchant's products or services.

6.4 Cardis will provide you with a digital image of the Cardis logo. The Cardis logo accompanied by "powered by *payment processor*" (payment processor will be replaced by actual name of payment processor) will also appear on customer registration portal pages where payment related data is being collected for future use. Where a Merchant also offers Consumers a mobile application for the purpose of placing orders and confirming payment instructions, the Cardis logo and "powered by payment processor" text will be displayed on all payment pages.

7. Intellectual Property

You agree and acknowledge that Cardis owns and retains all ownership of all right, title and interest (including without limitation copyright, trademark, patent, and/or trade secret) in and to the inventions, software, hardware, technology, tools, content, confidential information, websites, guides, online services, trademarks, logos, data, and other materials related to the Cardis Platform and Cardis apps, other than the Merchant Content, defined above, or otherwise used by us to promote, sell, generate, or distribute the use of Cardis (collectively, the "**Cardis Content**"), and no licenses or other rights to the Cardis Content are granted to you by your use of the Cardis Platform, by these Rules, or otherwise. You shall not rent, lease, publish, license, distribute, transfer, copy, reproduce, display, or modify the Cardis Content or any portion thereof, or use such Cardis Content as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. You shall not prepare any derivative work based on the Cardis Content, nor shall you translate, reverse engineer, decompile or disassemble the Cardis Content.



8. Representations and Warranties

8.1 You represent and warrant to Cardis that:

- (i) You have the right, power and authority to enter into this agreement to be bound by these Rules,
- (ii) You are registered for sales and use tax collection purposes in all jurisdictions in which your goods and services will be provided pursuant to the use of the Cardis Platform,
- (iii) The use of your Cardis Platform, including any discounts or goods and services offered thereunder, will comply with all, and will not violate any, local, state, federal or international law, statute, rule, regulation or order, including without limitation those governing rewards, incentives, gift cards, coupons and/or gift certificates, and
- (iv) Any advertising or promotion of your products or services relating to the association will not constitute, and you will not engage in any, false, deceptive or unfair trade practices.

9. Disclaimer of Warranties

We will make reasonable efforts to provide all elements of the Rules to you in compliance with the applicable description herein. OTHER THAN AS EXPLICITLY SET FORTH, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE CARDIS PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT OR GUARANTEE THAT YOU WILL ACHIEVE ANY LEVEL OF SALES, REVENUE OR PROFIT. WE DO NOT WARRANT OR GUARANTEE THAT THE CARDIS WEBSITES OR SERVICES OR USER DATA WILL ALWAYS BE AVAILABLE OR OPERATE ERROR-FREE, OR THAT ANY ERRORS, OMISSIONS OR MISPLACEMENTS IN THE MERCHANT RELATIONSHIP WILL BE CORRECTED. No statement, either orally or in writing, made by any of our officers, employees or agents will vary this section.

10. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE OR OBLIGATED TO THE OTHER OR ANY THIRD PARTY IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES ON ACCOUNT



OF LOST PROFITS, LOST REVENUES OR FAILURE TO REALIZE ANTICIPATED BUSINESS BENEFITS, ARISING IN CONNECTION WITH THIS AGREEMENT, OR THE USE OF THE CARDIS PLATFORM, REGARDLESS OF THE FORM OF ACTION, WHETHER OCCURRING IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT YOU OR WE KNEW THAT SUCH DAMAGES MAY HAVE BEEN INCURRED. IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID TO AND RETAINED BY US IN CONNECTION WITH THE AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

11. Indemnity

You agree to indemnify and hold harmless Cardis, its affiliated and related entities, and any of their officers, directors, employees and agents ("**Company Indemnities**") against any claims, actions, suits, investigations, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and costs ("**Damages**"), arising out of, relating to, or incurred in connection with, any of the following:

- (i) Any breach or alleged breach of these Rules, or of your representations, warranties or covenants set forth herein.
- (ii) The products or services provided by you, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages.

12. Confidentiality

12.1 In connection with these Rules, and the actions contemplated hereunder, Cardis and Merchant may disclose to each other certain confidential and proprietary information relating to their respective businesses, customers, suppliers, prices, products, and technologies that is not generally publicly known ("**Confidential Information**"). Subject to the other terms of this Agreement, each of us shall keep confidential the expressly designated Confidential Information of the other party, not disclose it to any third party, and not use it except for the purposes contemplated by these Terms. The obligations of confidentiality herein shall not apply to (a) information in the public domain without fault of the receiving party; (b) information disclosed to the receiving party or in the possession of the receiving party without any breach of confidentiality of the receiving party or any third party; (c)



information independently developed by the receiving party without use of the Confidential Information of the disclosing party; and (d) information required to be disclosed in order to comply with law.

12.2 Cardis reserves the right to share transaction data, with third parties to aid in statistical analysis or feature development. You understand and agree that Cardis reserves the right to share user information in accordance with the Cardis general privacy policy.

13. Termination

13.1 These Rules, as amended, shall apply until terminated pursuant to this section.

13.2 Cardis reserves the right to terminate this Agreement, and any other agreements you may have with Cardis, to revoke any license(s) granted hereunder, and/or to revoke access to the Cardis Platform for any Merchant immediately, without recourse, in the event that: (i) you are in material breach of these Rules, (ii) you violate any laws or otherwise engage in any conduct that may adversely affect our business or reputation; (iii) Cardis is required to terminate by law. Such determinations are in the sole discretion of Cardis. All accrued rights and remedies granted to Cardis hereunder shall survive any termination of this Agreement.

13.3 Upon the termination of this Agreement for any reason, Cardis will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Cardis may have, now or in the future.

13.4 You may cancel your use of the Cardis Platform upon thirty (30) days prior written notice to Cardis.

14. General

14.1 This Agreement represents the entire agreement of the parties as to its subject matter, and supersedes all prior written and oral representations and discussions between the parties. If a matter arises that cannot be resolved between you and Cardis with reasonable effort, you agree that all such disagreements or disputes that in any way involves the Rules shall be resolved exclusively by final and binding administration by the American Arbitration Association ("AAA"), and will be conducted before a single arbiter pursuant to the applicable Rules and Procedures established by the AAA. You agree that the



arbitration shall be held in New York City, or at any other location that is mutually agreed upon by you and Cardis. You agree that the arbiter will apply the laws of the State of New York consistent with the Federal Arbitration Act, and will honor and agree to all applicable statutes of limitation. You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute between you and Cardis. If any part of this Arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, with the exception of the class language referenced herein, in such case this entire section shall be deemed invalid.

14.2 The parties are independent contractors. Except for our right to advertise on your behalf in accordance with the Rules, this Agreement does not create any joint venture or agency, and you and we are independent contractors without the power to bind the other.

14.3 All communications between Merchant and Cardis, and any notices due hereunder, may use electronic means. For contractual purposes, Merchant (a) consents to receive communications from Cardis in an electronic form, and (b) agrees that all Rules, agreements, notices, disclosures, and other communications that Cardis provides to you electronically will satisfy any legal requirement that such communications would satisfy if they were in writing. The foregoing does not affect Merchant's statutory rights.

14.4 If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect.

14.5 Any disputes arising out of or related to this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law rules and without regard to conflicts of laws principles except that the Arbitration provision in Section 15.1 shall be governed by the Federal Arbitration Act.

These Rules are void where prohibited.

Effective Date of these Terms of Service: June 2014



Appendix A: LVP Transaction Record and Completion Transaction Receipt Samples

The data elements provided in the samples below should be included in the transaction records and transaction receipts provided by the Merchant to the Consumer by email. The LVP transaction record shows the Consumer what they have received. The payment card on file will not be debited for this transaction - it has been applied to the Digital Balance that was available to the customer to spend on LVP purchases. The completion transaction receipt is provided to the Consumer as advice that the Aggregation Cycle has completed and a Capture transaction will be debited to the card on file for the aggregate amount. It also provides a recap of the transactions that the Consumer made during the period.

LVP Transaction Record Sample	Completion Transaction Receipt Sample
<p>MERCHANT NAME</p> <p>YYYY/MM/DD HH:MM:SS Cardis Approval Number</p> <p>Unique Transaction ID Amount: \$x.xx</p> <p>Brief description of LVP item(s) in this purchase (e.g. ABC map pack; ABC power booster)</p> <p>Refund Policy (e.g. ALL SALES FINAL)</p> <p>Thank you for your purchase. Your card on file has not been debited at this time. We'll send a receipt for the final amount at the end of this aggregation cycle.</p> <p>Buy Now, Pay Later - Powered by</p>	<p>MERCHANT NAME</p> <p>YYYY/MM/DD HH:MM:SS Card Network Approval Number</p> <p>Completion Amount: \$xx.xx Billed to Visa Card on File ending in 1234</p> <p>Here's a what you bought this aggregation cycle:</p> <ol style="list-style-type: none">1. YYYY/MM/DD HH:MM:SS Unique Transaction ID Amount: \$x.xx2. YYYY/MM/DD HH:MM:SS Unique Transaction ID Amount: \$x.xx3. YYYY/MM/DD HH:MM:SS Unique Transaction ID Amount: \$xx.xx



Cardis

THANK YOU!

Refund Policy (e.g. ALL SALES
FINAL)