

111 N Orange Ave #1175 Orlando, FL 32801

MERCHANT APPLICATION AND AGREEMENT

BUSINESS INFORMATION

CORPORATE / LEGAL NAME				MERCHANT NAME (DBA OR TRADE NAME)			
CORPORATE ADDRESS				LOCATION ADDRESS			
CITY		STATE	ZIP	CITY		STATE	ZIP
CONTACT TELEPHONE		EMAIL ADDRESS		CONTACT TELEPHONE		FEDERAL TAX ID#	
YEARS IN BUSINESS:	# OF LOCATIONS:	PLEASE CHOOSE MAILING ADDRESS: <input type="radio"/> DBA <input type="radio"/> LEGAL			WEBSITE:		
PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE							

OWNER INFORMATION

The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity listed above: (Please provide copy of driver's license for each signing principal)

FIRST NAME 1	MIDDLE:	LAST NAME:	SSN:	% OWNERSHIP	TITLE:	DATE OF BIRTH:
HOME ADDRESS:			CITY, STATE	STATE ID #	ZIP:	HOME PHONE:
FIRST NAME 2	MIDDLE:	LAST NAME:	SSN:	% OWNERSHIP	TITLE:	DATE OF BIRTH:
HOME ADDRESS:			CITY, STATE	STATE ID #	ZIP:	HOME PHONE:
FIRST NAME 3	MIDDLE:	LAST NAME:	SSN:	% OWNERSHIP	TITLE:	DATE OF BIRTH:
HOME ADDRESS:			CITY, STATE	STATE ID #	ZIP:	HOME PHONE:
FIRST NAME 4	MIDDLE:	LAST NAME:	SSN:	% OWNERSHIP	TITLE:	DATE OF BIRTH:
HOME ADDRESS:			CITY, STATE	STATE ID #	ZIP:	HOME PHONE:

CONTROLLING OFFICER

Complete the following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. If appropriate, an individual listed under section (a) above may also be listed in this section (b)

FIRST NAME 1	MIDDLE:	LAST NAME:	TITLE:	Is this individual already listed in section (a)? <input type="radio"/> YES <input type="radio"/> NO If No, please complete the next section		
HOME ADDRESS:			CITY, STATE	STATE ID #	ZIP:	HOME PHONE:
DRIVERS LICENSE NUMBER / PASSPORT NUMBER & EXP DATE:						DATE OF BIRTH:

SALES PROFILE

DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER@ NETWORK? <input type="radio"/> YES <input type="radio"/> NO			RETAIL CHIP/SWIPE	%
			IMPRINT (CARD PRESENT)	%
AVERAGE TICKET \$	MAXIMUM TICKET \$	MONTHLY VOLUME \$	MAIL/PHONE	%
NEXT DAY FUNDING: <input type="radio"/> YES <input type="radio"/> NO	BILLING TYPE: <input type="radio"/> MONTHLY <input type="radio"/> DAILY		INTERNET	%
FAST PASS FUNDING : <input type="radio"/> YES <input type="radio"/> NO			B2B%	B2C% B2G%

BUSINESS PROFILE

OWNERSHIP: MUST PROVIDE DOCUMENTATION

INDIVIDUAL / SOLE PROPRIETOR
 PA/PC
 CORPORATION
 PUBLICLY TRADED
 OTHER
 PARTNERSHIP
 LLC
 GOVERNMENT
 NON-PROFIT (MUST PROVIDE 501C3 LETTER)

BUSINESS TYPE: RETAIL
 RESTAURANT
 SERVICE
 INTERNET
 LODGING
 OTHER

MCC	GOODS AND SERVICES	
BANK NAME	BUSINESS CHECKING ROUTING #	BUSINESS CHECKING ACCOUNT #

PLEASE DESCRIBE YOUR REFUND / RETURN POLICY:

PLEASE LIST ALL THIRD PARTY PAYMENT PROCESSORS MERCHANT DOES BUSINESS WITH: (I.E. VARS, GATEWAYS AND ANY OTHER PARTY THAT TOUCHES CARDHOLDER DATA)

SITE INSPECTION SURVEY

MERCHANT: OWNS RENTS NAME & ADDRESS LANDLORD/ MGT.CO:

AREA ZONED: COMMERCIAL INDUSTRIAL RESIDENTIAL SQUARE FOOTAGE: 0-500 501-1000 1001-2000 2001-4000 OTHER (EST. SQ. FT.)

INVENTORY MAINTAINED: ON SITE WAREHOUSE OFF SITE FULFILLMENT CENTER, PROVIDE NAME & ADDRESS

WAS THE OFF-SITE LOCATION VISITED? YES NO IF NO, EXPLAIN:

DOES THE AMOUNT OF INVENTORY ON SHELVES, FLOOR AND IN WAREHOUSE APPEAR CONSISTENT WITH THIS TYPE OF BUSINESS AND CREDIT CARD VOLUME?

YES NO IF NO, EXPLAIN:

DOES LOCATION HAVE SUFFICIENT STAFF, TELEPHONE LINES AND OTHER EQUIPMENT TO MEET ANTICIPATED SALES VOLUME? YES NO IF NO, EXPLAIN:

DOES THE SIGNAGE INSIDE AND OUTSIDE MATCH THE GOODS OR SERVICES SOLD LISTED ON THE APPLICATION? YES NO IF NO, EXPLAIN:

I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name): _____ Signature: _____ Date: _____

SERVICE ACCEPTANCE AND FEE SCHEDULE

Discount Rates TIERED (Rate 1,2 and 3) Cost Plus (Rate 1 only) Flat Rate (Rate 1 only) RR (Rate 1 only) ERR (Rate 1,2) NS (Rate 1 only)

Rate 1	%	\$	Rate 2	%	\$	Rate 3	%	\$
Visa Qual Credit			Visa Mid-Qual Credit			Visa Non-Qual Credit		
Master Card Qual Credit			Master Mid-Card Qual Credit			Master Non-Card Qual Credit		
Discover Network - PayPal Qual Credit			Discover Network- PayPal Mid-Qual Credit			Discover Network- PayPal Non-Qual Credit		
American Express Qual Credit			American Express Mid-Qual Credit			American Express Non-Qual Credit		
Visa Qual Debit			Visa Mid-Qual Debit			Visa Non-Qual Debit		
Master Card Qual Debit			Master Card Mid-Qual Debit			Master Card Non-Qual Debit		
Discover Network - PayPal Qual Debit			Discover Network- PayPal Mid-Qual Debit			Discover Network- PayPal Non-Qual Debit		
Pin Debit			Pin Debit			Pin Debit		

AUTHORIZATION, MONTHLY & SPECIAL PROGRAM FEES

Visa/MC/ Discover NW \$ _____	Support Bundle Fee \$ _____	Chargeback Fee \$ _____	Internet Gateway Access Fee \$ _____	EBT / FCS# \$ _____	PCI Non-Compliance \$ 39.95	Annual Fee \$ _____	Wireless Per item \$ _____
Amex \$ _____	Monthly Minimum \$ _____	Retrieval Fee \$ _____	Internet Gateway Per item \$ _____	Voice Auth _____	1099K Reporting \$ _____	PCI Annual Fee \$ _____	PCI Monthly Fee \$ _____
Pin Debit \$ _____	Pin Debit Access Fee \$ _____	ACH Reject Fee _____	Wireless Activation \$ _____	AVS \$ _____	TIN Mis-Match (until validated) \$ 24.95	Batch Fee \$ _____	Next day funding \$ _____
Fast pass funding \$ _____	ETF Fee \$ _____	Wireless Access Fee \$ _____					
	\$	Start Mo/Yr	Frequency (one-time, monthly, annually)		\$	Start Mo/Yr	Frequency (one-time, monthly, annually)
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			

EQUIPMENT SETUP

Type of Equipment	Manufacturer	Model	Qty	Deployment
<input type="radio"/> Terminal <input type="radio"/> Pin Pad <input type="radio"/> Printer <input type="radio"/> VAR				<input type="radio"/> Existing <input type="radio"/> Agent <input type="radio"/> New Order (attach Purchase Order Form)
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SHIPPING INSTRUCTIONS				CONNECTION FEATURES
SHIP TO MERCHANT				EQUIPMENT
SHIP TO SALES REP				DIAL
DO NOT SHIP. SALES REP PROVIDE TERMINAL. SERIAL NUMBER _____				ETHERNET
DO NOT SHIP. SALES REP PICK UP				WIRELESS 3G

Merchant Initials _____

MERCHANT ACCEPTANCE AND AGREEMENT

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement. **Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued.**

Merchant: _____ Date: _____ Signature of Principal/ Owner: _____ Title: _____
Print Legal Name of Merchant Business

Esquire Bank: _____ Signature of Principal/ Owner: _____ Title: _____
(Signature)
(Name and Title)

PERSONAL GUARANTEE

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1 _____ Date: _____ Guarantor #2 _____ Date: _____

BANK DISCLOSURE

Member Bank Information:

BBVA
15 20th Street South
Birmingham, AL 35233

Important Bank Responsibilities:

1. BBVA is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. BBVA must be a principal (signor) to the Merchant Agreements.
3. BBVA is responsible for educating Merchant on pertinent VISA Operating Regulations with which Merchants must comply.
4. BBVA is responsible for and must provide settlement funds to the Merchant.
5. BBVA is responsible for all funds held in reserve that are derived from settlement.

Important Bank Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA Operating Regulations.

Important Bank Responsibilities: The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member—Esquire Bank—is the ultimate authority should the Merchant have any problems.

Merchant's Signature

Date

Merchant's Printed Name

Title

Merchant Initials _____

1. Network Compliance and Disclosure

a. Important BBVA Disclosures: BBVA discloses that (i) it is the only entity approved to extend acceptance of Visa and Mastercard products directly to you under these BBVA Terms; (ii) it must be a principal party to these BBVA Terms; (iii) it is responsible for educating you on the Network Rules with which you must comply, but this information may be provided to you by Stripe; and (iv) subject to Section 4 of these BBVA Terms, with respect to Transactions processed through the VM Payment Processing Services, it is responsible for and must provide the Settlement Funds (as defined below) that it receives to Stripe (or Stripe's designated financial services provider) for Stripe's distribution to you; and (v) with respect to Transactions processed through the VM Payment Processing Services, Stripe is responsible for all funds that may be held in reserve that are derived from your Settlement Funds.

b. Your Responsibilities: In addition to any other responsibilities set forth in these BBVA Terms, you agree that, at all times throughout the term of these BBVA Terms, you will (i) comply with the PCI Standards in using and maintaining Payment Data; (ii) maintain fraud and chargebacks rates acceptable under the Network Rules; (iii) review and understand the terms of these BBVA Terms; and (iv) comply with the Network Rules and Laws. Stripe is registered as a Payment Facilitator and an Independent Sales Organization (ISO) by BBVA. You may contact BBVA by writing to BBVA USA, Attn: Merchant Services, P.O. Box 2210, Decatur, Alabama, 35601.

2. Purpose of these BBVA Terms

When you process more than \$1 million in Visa or Mastercard Transactions through a particular Payment Method Acquirer, or, if you are Network Registered, when you process your first Visa or Mastercard Transaction through a particular Payment Method Acquirer, applicable Network Rules require you to enter into a direct contractual relationship with the Payment Method Acquirer. These BBVA Terms constitute your direct contractual relationship with BBVA, which is (a) a member of the Networks, and (b) as provided in Section C.1 of the Agreement, a Payment Method Acquirer for Visa and Mastercard Transactions. In accordance with the requirements of the Network Rules, these BBVA Terms are offered and effective, and your direct contractual relationship with BBVA is established, as provided in the introductory paragraphs above.

As a Payment Method Acquirer, BBVA authorizes you to accept payment from your Customers by Visa and Mastercard credit or debit card ("VM Payment Cards"). However, by using the VM Payment Processing Services and accepting VM Payment Cards, you are not establishing a depository or other account with BBVA. As between Stripe and BBVA, Stripe is responsible for underwriting and evaluating your eligibility to receive the VM Payment Processing Services, authorizing Charges, settling funds to your Payout Account(s) as provided in Section 4, and providing the VM Payment Processing Services pursuant to the terms of the Agreement.

Stripe, and not BBVA, will provide customer service to you to resolve any issues you may have related to your use of the VM Payment Processing Services; however, you may contact BBVA (using the contact information provided above) in the event you are unable to resolve any matters directly with Stripe. You are solely responsible for providing support to your Customers for all issues related to your products and services.

3. Compliance with Visa and Mastercard Rules

When you use the VM Payment Processing Services to accept Charges from VM Payment Cards, you must comply with the Network Rules, including the acceptance guidelines, monitoring programs, and activity reporting (including excessive credits, chargebacks, or deposits) set forth therein. Under the Network Rules, certain activity may subject you to chargebacks, fees, fines, settlement delays, withholdings, audits of your processing activity, or termination of these BBVA Terms and/or the Agreement. Without limiting the foregoing, you specifically agree to:

a. Only submit Transactions authorized by the cardholder;

b. Only accept payment for the sale of products or services, and receipt of bona fide donations, conducted by you pursuant to your business as indicated in your Stripe Account and not for any products, services, or donations (i) prohibited by Laws or Network Rules, or (ii) that qualify as Restricted Businesses, unless you have received prior written approval from Stripe;

c. Submit a Transaction for the full amount owed by the Customer for the Transaction except where you and the Customer agree on a partial shipment (such as receiving a portion of an order), or where the Transaction qualifies for delayed delivery or special order deposits (such as paying for a deposit on a custom-built product);

d. Not establish minimum or maximum amounts (except as permitted by the Network Rules), or condition Charges for use of VM Payment Cards, and not discourage the use of one VM Payment Card brand over another;

e. Not impose surcharges or taxes (except where permitted by Law and the Network Rules) and, where so done, you will only collect such amounts as part of the submitted Charge;

f. Not submit a Transaction that represents collection of a dishonored check;

g. Only use the Network logos or marks in a manner permitted by the Network Rules;

h. Prohibit use of Payment Cards for disbursement of cash (except as permitted by the Network Rules);

i. Comply with the security obligations identified in the Agreement, including compliance with PCI-DSS and only use cardholder data as permitted, and certify such compliance upon request, and not permit or promote fraudulent use of VM Payment Cards or cardholder data;

j. Make clear to Customers that they are transacting with you prior to, during, and after the Transaction, including providing clear statement descriptors;

k. Use all reasonable methods to resolve disputes with Customers, including those resulting in a chargeback, and not attempt to recharge a Customer for a Transaction that was previously charged back and subsequently returned to you unless the recharge is expressly authorized by the Customer; and

l. Provide clear refund and exchange language that is consistent with Laws and the Network Rules.

4. Authorization for Settlement and Disbursement of Funds

When BBVA receives funds from the Networks for settlement of your Charges ("Settlement Funds"), BBVA will provide the Settlement Funds to Stripe or Stripe Payments Company, which will accept the Settlement Funds on your behalf. You agree to designate Stripe and Stripe Payments Company as your agent for purposes of receiving Settlement Funds, and you authorize Stripe to instruct BBVA on your behalf on how and when to make transfers of Settlement Funds to Stripe, including the initiation of holds, receipts, and disbursements of Settlement Funds. Settlement Funds will be held by Stripe in pooled merchant funds accounts pending disbursement to you (or any applicable third-party recipient you have instructed Stripe to make a disbursement to on your behalf) in accordance with the terms of the Agreement, including these BBVA Terms.

You agree you are not entitled to access the Settlement Funds prior to the Settlement Funds being credited by Stripe to your Payout Account (or the bank account of a third-party recipient to which you have instructed Stripe to make a disbursement on your behalf). You further agree that you have no right to direct BBVA to distribute Settlement Funds, that you may not assign any interest in any Settlement Funds held by BBVA, and that you are not entitled to any interest or other compensation associated with the Settlement Funds held by BBVA. Any authorizations set forth in these BBVA Terms will remain in full force and effect until your Stripe Account is closed or terminated.

You agree that BBVA's transfer of Settlement Funds to your designated agents, Stripe or Stripe Payments Company, satisfies BBVA's settlement obligation to you, and that, after BBVA transfers Settlement Funds to Stripe or Stripe Payments Company, any dispute or claim you may have regarding the receipt or amount of Settlement Funds will be between you and Stripe or Stripe Payments Company. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if BBVA reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from Settlement Funds held by BBVA.

5. Sharing of Data

a. You authorize Stripe and BBVA to provide any Data, including User Data or Payment Data, to each other to (i) provide the VM Payment Processing Services, (ii) comply with legal and regulatory obligations, and (iii) perform underwriting and risk review, including verification that you are legally permitted to transact and receive funds. This includes sharing information you provided to Stripe before these BBVA Terms became effective and information about BBVA and Stripe's experience with you, such as termination of these BBVA Terms by BBVA and the reasons for such termination.

Where required to comply with our obligations under Laws, the Network Rules, or any of BBVA's regulatory obligations, BBVA may provide any Data to law enforcement, the Networks, or other government regulators.

b. To help the government fight the funding of terrorism and money laundering activities, federal law requires each financial institution to obtain, verify, and record information that identifies each person who establishes a customer relationship with the financial institution. To comply with this requirement, you authorize and direct Stripe to provide to BBVA any information required to verify your identity, including your name, address, and taxpayer identification number. If you are a legal entity, including a limited liability company or corporation, you authorize and direct Stripe to provide BBVA with information on the identity of (1) all beneficial owners of 25% or more of the company; and (2) at least one individual with significant control over the company.

6. Term and Termination

These BBVA Terms become effective as provided in the introductory paragraphs and shall continue in effect so long as you use the VM Payment Processing Services. These BBVA Terms will terminate automatically upon termination of the Agreement, except for those terms which are intended to survive termination. In addition, the VM Payment Processing Services and/or these BBVA Terms may be terminated by BBVA, Stripe, or either Network as provided in the introductory paragraphs.

7. Representations and Warranties

In addition to the representations and warranties made in the Agreement, which are incorporated by reference to this Addendum in their entirety, you represent and warrant to BBVA and Stripe as of each day on which you receive VM Payment Processing Services that:

- a. You are legally able to enter into these BBVA Terms;
- b. You will not use the VM Payment Processing Services, directly or indirectly, for any fraudulent or illegal undertaking; and
- c. You will only use the VM Payment Processing Services in a manner consistent with the Agreement, including these BBVA Terms, the Documentation, and Network Rules.

8. Indemnification

Notwithstanding the foregoing or anything to the contrary in the Agreement, you agree to defend, indemnify, and hold harmless BBVA, and its respective employees, directors, agents, subcontractors and affiliates (collectively the "BBVA Entities") from and against any claim, suit, demand, loss, liability, damage (including indirect or consequential damage), action, or proceeding arising out of or relating to (a) your breach of any provision of the Agreement or these BBVA Terms; (b) your use of the VM Payment Processing Services; (c) your obligations to pay fees or fines to Stripe, your Customers, Payment Method Providers, or third parties; (d) your negligence or willful misconduct or the negligence or willful misconduct of your employees, contractors, or agents; and (e) all third-party indemnity obligations BBVA incurs as a direct or indirect result of your acts or omissions (including indemnification of any Network, card issuer, or intermediary bank).

9. Disclaimer of Warranties

The services described in these BBVA terms are provided on an "as is" and "as available" basis, without any warranties, whether express, implied, or statutory, including without limitation any implied warranties of title, quality, suitability, merchantability, fitness for a particular purpose, and non-infringement. All disclaimers of warranties provided in the agreement will apply equally to the BBVA entities as they do to Stripe. The BBVA entities (a) are not responsible for your or Stripe's failure to perform obligations under the agreement and (b) do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by you, Stripe, or any third party.

10. Limitations on Liability

In no event will the BBVA Entities be liable for any lost profits, lost revenue, lost business opportunity, loss of data, or any indirect, punitive, incidental, special, consequential, or exemplary damages arising out of, in connection with, or relating to the Agreement, these BBVA Terms, or the VM Payment Processing Services described in either, including without limitation the use of, inability to use, or unavailability of services provided by Stripe. Under no circumstances will any of the BBVA Entities be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access, or use of the VM Payment Processing Services, your Stripe Account, or the Data contained therein, or your failure to use or implement security, controls, or processes that are appropriate for your business.

The BBVA Entities assume no liability or responsibility for any (a) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the VM Payment Processing Services; (b) any misuse of VM Payment Processing Services or Data; (c) any interruption or cessation of transmission to or from the VM Payment Processing Services; (d) any software bugs, viruses, or other harmful code that may be transmitted to, through, or in connection with the VM Payment Processing Services; (e) any errors, inaccuracies, or omissions in the VM Payment Processing Services or Data, or any loss or damage resulting therefrom, regardless of the manner of transmission; or (f) defamatory, offensive, or illegal conduct of any third party.

The BBVA Entities' cumulative liability to you is limited to direct damages and in all events will not exceed in the aggregate the amount of fees or compensation actually received by BBVA from Stripe for the Transactions processed for you through the VM Payment Processing Services during the three (3) month period immediately preceding the event that gives rise to the claim for liability. The limitation of liability in the preceding sentence will not apply to claims by you against BBVA for direct damages for failure to transfer Settlement Funds to Stripe in accordance with Section 4 of these BBVA Terms, in which case BBVA's liability for such direct claim by you is limited to the amount of any Settlement Funds that BBVA failed to transfer to Stripe in accordance with Section 4 of these BBVA Terms.

Without limiting anything to the contrary above, you agree to provide BBVA, via a communication with Stripe, with written notice of any alleged breach by BBVA of these BBVA Terms, which notice will specifically detail such alleged breach, within sixty (60) days of the date on which you discovered or reasonably should have discovered the alleged breach. Failure to provide notice shall be deemed an acceptance by you and a waiver of any and all rights to dispute such breach.

The foregoing will apply to the fullest extent permitted by law in the applicable jurisdiction and will apply 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 Stripe or BBVA have been advised of the possibility of such damage.

11. United States Only Services; No Illegal Activities

You may not use the VM Payment Processing Services or services of any kind offered by BBVA from, or on behalf of persons or entities (a) in a country embargoed by the United States or (b) blocked or denied by the United States government. You further acknowledge and agree that you will not use your Stripe Account and/or the VM Payment Processing Services for illegal Transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"), Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State Terrorist Exclusion List (available at www.state.gov) or the processing and acceptance of Transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by OFAC. Unless otherwise explicitly stated, the VM Payment Processing Services are solely for use by you in the United States, Puerto Rico, and the U.S. Virgin Islands.

Notwithstanding anything to the contrary in these BBVA Terms, BBVA may decline to process any Transaction submitted by you in its sole discretion.

12. Dispute Resolution

All disputes under these BBVA Terms are subject to the applicable provisions of the Agreement. In particular, the dispute resolution, class action waiver, and arbitration provisions of the Agreement apply to disputes under these BBVA Terms by, with, or against BBVA in the same manner they apply to disputes by, with, or against Stripe, except that (a) in the event of arbitration, only a federal court (and not an arbitrator) may determine whether a particular claim is arbitrable, and (b) service to BBVA must be made to its registered agent or to its Office of General Counsel at BBVA USA, Attention: Legal Department, 15 South 20th Street, Suite 1802, Birmingham, Alabama, 35233.

13. Waiver

The failure of BBVA to assert any of its rights under these BBVA Terms or the Agreement shall not be deemed to constitute a waiver by BBVA of its rights to enforce each and every provision of these BBVA Terms or the Agreement in accordance with their terms. These BBVA Terms may be amended by BBVA or Stripe from time to time in the same manner as the Agreement may be amended by Stripe.

14. Miscellaneous

These BBVA Terms are entered into, governed by, and construed pursuant to the laws of the State of New York without regard to conflicts of law provisions. These BBVA Terms may not be assigned by you without the prior written consent of BBVA and Stripe. These BBVA Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, and assignees. If any provision of these BBVA Terms are determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and these BBVA Terms will be construed as if such provision is not contained in these BBVA Terms.



111 N Orange Ave #1175 Orlando, FL 32801

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