

EXHIBIT C – CUSTOMER AGREEMENT TERMS

1. WARRANTIES

1.1. Reseller represents and warrants that all secure switching will be performed in a timely, professional and workmanlike manner using reasonable care. Customer's sole and exclusive remedy for breach of such warranty shall be re-performance of such services or, if Reseller cannot substantially correct such breach and re-perform the services in a commercially reasonable manner, a refund of the Fees paid to Reseller for the defective services. Non-performance by Reseller shall be excused if and to the extent resulting from non-performance by or wrongful acts or omissions of Customer or Customer employees or consultants, or third parties.

1.2. Customer shall be responsible for procuring and maintaining, at its sole cost, all hardware, software and data communication and connectivity required to connect to the System. Delivery of PCI-Validated Point-to-Point Encryption Secure Switching is subject to Customer's compliance with the PIM and Customer's acknowledgement thereof in the form attached hereto as Exhibit C-1. In the event Customer does not comply with any obligation under the PIM, Reseller may, but shall not be obligated, to perform any such obligation or otherwise mitigate such non-compliance, in which event Reseller may charge Customer reasonable fees to compensate Reseller therefor, including, without limitation, Reseller's then current list price for the applicable services. Further, a failure to comply with the PIM or the requirements of Section 3 below will result in the disallowance of the benefits to Customer described in the PIM.

1.3. No Implied Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RESELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY GOODS OR SERVICES. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED. RESELLER FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECT, LATENT OR OTHERWISE, IN THE GOODS WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. RESELLER DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

1.4. Customer Services. Customer understands that the services are designed and provided for the sole purpose of facilitating the sale of Customer's products and services and that Reseller is not responsible for the quality or quantity or other aspects of Customer's products and services or those of any third party not under Reseller's control. Reseller will have no responsibility or liability whatsoever resulting directly or indirectly for claims or disputes arising out of the sale, distribution or provision of products or services by Customer. Customer, individually and on behalf of all of its affiliates, further covenants and agrees to defend, indemnify and hold Reseller and each of its affiliates, agents, employees, representatives, and contractors harmless from and against any and all such Losses arising out of Customer's products and services.

1.5. Customer shall be responsible for procuring from its acquiring bank any necessary PIN keys and KSNs needed to allow pin-debit payment card transactions.

1.6. Customer agrees that FreedomPay shall have no liability or obligation to Customer for any transactions not submitted or reported to FreedomPay for settlement within sixty (60) days after the actual date of the transaction. For transactions submitted or reported after such time limit, FreedomPay will attempt to settle such transactions if the data is available, but FreedomPay will have no liability to Customer if it is unable to settle such transactions.

1.7. Customer must dispute in writing the amount of any Fees or amounts actually settled to its accounts as the result of any transaction within sixty (60) days after the actual date of the transaction in order to receive any adjustment to such Fees or amounts. Further, all settlement amounts and Fees shall be deemed accepted if not disputed in writing by Customer within sixty (60) days after receipt. Customer's failure to dispute any Fees or amounts settled within such sixty (60) day period shall constitute a full waiver of any Client claim related thereto.

1.8. Customer must update or modify its systems for any new requirements or changes to existing requirements introduced by any governing body, including End of Life notices for any type of technology ("Required Changes"). Such governing bodies include, but are not limited to, PCI Council, Customer's computer operating system developer, security protocols, IEEE, etc. FreedomPay will post a notice on its website about any such Required Changes and the date on which FreedomPay will discontinue support for the prior requirements ("Required Change Implementation Date"). Customer must access FreedomPay's website and client portal regularly to check for such notices, and update or modify its systems on or before the Required Change Implementation Date. If Customer fails to comply with the above, its ability to process transactions through FreedomPay's System will be severely impacted, as Customer's systems will be unable to connect with FreedomPay's System.

1.9. FreedomPay maintains a status alerting system program to notify Client via email about any FreedomPay system status issues. It is strongly recommended that Client enroll in such program at freedompay.statuspage.io in order to access such alerts.

2. LIMITATION OF LIABILITY

2.1. NO INDIRECT DAMAGES. RESELLER SHALL HAVE NO LIABILITY WITH RESPECT TO THE PERFORMANCE OF THIRD-PARTY GOODS OR THIRD-PARTY SERVICES. THE LIABILITY OF RESELLER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE DIRECT SERVICES SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES GIVING RISE TO SUCH DAMAGES DURING THE PRIOR SIX MONTHS, BUT IN NO EVENT MORE THAN \$250,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, RESELLER SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR IN ANY WAY RELATED TO GOODS OR SERVICES FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST DATA, LOST BUSINESS, LOST REVENUE OR OPPORTUNITY COST OR DAMAGE TO REPUTATION OR GOODWILL, HOWSOEVER ARISING (WHETHER FORESEEABLE OR NOT, OR WITHIN THE CONTEMPLATION OF EITHER PARTY) WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY OR OTHER DUTY) OR OTHER FORM OF EQUITABLE OR LEGAL THEORY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SOLE AND EXCLUSIVE

REMEDY FOR ANY DEFECT IN THE SYSTEM OR DEFECT IN OR FAILURE TO PERFORM OR TIMELY PERFORM SECURE SWITCHING UNDER THIS AGREEMENT SHALL BE A CREDIT FOR SERVICE PAYMENTS DUE UNDER THIS AGREEMENT.

2.2. DISCLAIMERS OF LIABILITY FOR CERTAIN ACTIONS. IF ANY OF THE FOLLOWING ACTIONS ARE TAKEN BY OR ON BEHALF OF CUSTOMER, OR CUSTOMER REQUESTS THAT FREEDOMPAY TAKE ANY OF THE FOLLOWING ACTIONS ON BEHALF OF CLIENT, CERTAIN NEGATIVE CONSEQUENCES WILL FOLLOW AND FREEDOMPAY'S LIABILITY WILL BE FURTHER LIMITED, ALL AS DESCRIBED BELOW:

2.2.1. OFFLINE MODE DISABLEMENT DISCLAIMER. IF OFFLINE MODE IS DISABLED, INTERNAL NETWORKING ISSUES IN CUSTOMER'S SYSTEMS WILL MAKE SUCH SYSTEMS UNABLE TO ACCEPT CREDIT CARD TRANSACTIONS. FURTHER, IF FREEDOMPAY'S GATEWAY IS OFF-LINE OR OTHERWISE UNAVAILABLE, CUSTOMER WILL NOT BE ABLE TO ACCEPT CREDIT CARD TRANSACTIONS AT ALL (I.E., IN OFF-LINE MODE). FREEDOMPAY IS NOT RESPONSIBLE FOR FREEDOMPAY'S SYSTEMS DOWNTIME RESULTING FROM OFFLINE MODE BEING DISABLED, OR FOR ISSUES THAT ARE CAUSED BY CUSTOMER'S INTERNAL NETWORK OR SYSTEMS, CAUSING SUCH SYSTEMS TO GO OFFLINE, AND FREEDOMPAY'S SERVICE LEVELS WILL BE DEEMED NOT IMPACTED IN ANY WAY BY SUCH DOWNTIME. FOR CLARITY, IF OFFLINE MODE IS DISABLED, CUSTOMER WILL NOT BE ELIGIBLE FOR ANY REFUNDS OF FEES, AND FREEDOMPAY'S WARRANTIES ARE VOIDED.

2.2.2. CVV DISABLEMENT DISCLAIMER IF PROMPTING FOR THE CVV IS DISABLED (FOR MANUAL TRANSACTIONS ONLY), CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INTERCHANGE DOWNGRADES RESULTING FROM SUCH CVV DISABLEMENT, AND ANY LIABILITY FOR INCREASED INTERCHANGE CHARGES AND MERCHANT SERVICES CHARGES RESULTING FROM SUCH CVV DISABLEMENT ARE THE SOLE OBLIGATION OF CUSTOMER, AND FREEDOMPAY SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CHARGES.

2.2.3. PIN KEY DISCLAIMER. IF EITHER (a) CUSTOMER IS UNABLE TO OBTAIN THE PROPER KSN FROM THEIR ACQUIRING BANKS FOR ITS PIN KEY OR 2) FREEDOMPAY'S KEY INJECTION VENDOR DOES NOT HAVE THAT PIN KEY WITHIN ITS SYSTEM AND IT CANNOT BE OBTAINED PRIOR TO IMPLEMENTATION, ANY CONSUMER WHO PRESENTS A CHIP AND PIN CARD WILL BE REQUIRED TO UTILIZE CHIP AND SIGNATURE INSTEAD. CHIP AND SIGNATURE AND CHIP AND PIN ARE KNOWN AS "CARD VERIFICATION METHODS," OR CVMS. EACH ISSUED CREDIT CARD HAS A PREFERRED CVM. IF THAT PREFERRED CVM IS NOT USED, THAT SPECIFIC TRANSACTION FALLS UNDER THE EMV LIABILITY SHIFT, MEANING IF THAT CONSUMER DISPUTES THE TRANSACTION THEN CUSTOMER MAY BE LIABLE FOR FRAUD OR CHARGEBACKS, EVEN THOUGH IT WAS AN EMV TRANSACTION. FREEDOMPAY IS NOT LIABLE FOR ANY FRAUD OR CHARGEBACKS TO CUSTOMER IF A PIN KEY IS BE AVAILABLE FOR CUSTOMER'S IMPLEMENTATION.

2.2.4. CVM DISABLEMENT DISCLAIMER. CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS BEEN INFORMED AND FULLY UNDERSTANDS THAT ANY DISABLEMENT OF THE PREFERRED CVM REQUIREMENTS FOR CHIP CARDS; OR OTHER SUPPRESSING OF PREFERRED CVM REQUIREMENTS, IS AT CUSTOMER'S SOLE RISK AND FREEDOMPAY SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR FRAUD CLAIMS OR CHARGEBACKS; A FRAUD CLAIM WILL RESULT IN A LOST CHARGEBACK TO CUSTOMER DESPITE THE IMPLEMENTATION OF EMV BY FREEDOMPAY IN CUSTOMER'S SYSTEM, AND THAT AS SUCH, CUSTOMER ASSUMES ALL RISK THAT DISABLING PREFERRED CVM REQUIREMENTS ENTAILS, INCLUDING LIABILITY FOR THE CHARGEBACKS.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. FreedomPay Technology. Customer acknowledges that all right, title and interest in and to all patents, copyrights, trade secret, trademark and other intellectual property rights in the goods and services (other than third-party Goods and Third-Party services), together with all modifications, improvements, enhancements, updates, localizations and translations thereof (collectively, "FreedomPay Technology"), are, and at all times will remain, the sole and exclusive property of FreedomPay, the provider of the Secure Switching service. Nothing contained in this Agreement may directly or indirectly be construed to assign or grant to Customer or any third party any license, right, title or interest in or to the FreedomPay Technology except as necessary to use the goods or services or as otherwise expressly provided in this Agreement. The license granted to each Customer to the software embedded in the Products and Secure Switching and granted to such Customer in its agreement with Reseller is limited to facilitating the sale of the Customer's products and services and does not include any other rights of any type. FreedomPay owns all Remaining Rights. "Remaining Rights" means, except for the limited license granted to the Customer, all other rights in the software, including but not limited to, improvements, modifications, alterations, additions and deletions to any trademark, logo, copyright or other notices, legends, symbols, labels, displays, sounds, other media or characteristics on or in the FreedomPay Technology on the Products.

3.2. Customer Data. Customer hereby grants FreedomPay a perpetual, non-exclusive license to store, copy and use data provided by or on behalf of Customer to FreedomPay in connection with this Agreement ("Customer Data") to the extent necessary to perform the Secure Switching services subject to this Agreement and comply with applicable law and to use and disclose such Customer Data in an aggregated or de-identified form for FreedomPay's business purposes.

3.3. Restrictions. Customer will only use the goods and services for its own business purposes and will not license, sell, resell, rent, lease, transfer, distribute or otherwise commercially exploit or make the goods and services available to any third party for any purpose or in any manner not authorized by Reseller or FreedomPay. Customer may not disassemble, decompile or reverse engineer any FreedomPay Technology and shall not permit or enable any third party to do so. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the goods or services and will notify FreedomPay immediately if it becomes aware of any unauthorized access to or use of the goods or services by any person and hereby permits Reseller and FreedomPay to monitor the use of the goods and services by Customer

to confirm Customer's compliance with this Agreement and to assess the quality of the goods and services. Customer agrees to comply with all applicable laws and regulations in using the goods and services, will not use the goods or services for any unlawful purpose, and will not engage in any activity that interferes with or disrupts the services. Reseller and FreedomPay reserves the right to suspend the services if Customer violates any obligation set forth in this Section.

3.4. Data Security. Each of the Parties is solely responsible for the security and integrity of its systems, software, equipment, and data centers that it uses in its business or in connection with the services. Each of the Parties shall at all times be in material compliance with all applicable laws, regulations, and PCI DSS requirements relating to data security and privacy.

3.5. Force Majeure. Except as otherwise provided herein, neither Party is liable for failing to fulfill its obligations (except for a Party's payment obligations) due to acts of God, acts of war, failure of utility or communications infrastructure, or other causes beyond a Party's reasonable control. FreedomPay will not be liable for failing to fulfill its obligations if it is prohibited from doing so by any security or other measures, imposed by Customer, restricting access to any equipment

4. Exhibit to Customer Agreement :

Security, Availability, and Confidentiality Statement-

Overview

FreedomPay's commerce platform is designed to deliver transaction services to each of our customers. The FreedomPay infrastructure is physically located on servers in a dedicated or locked caged at one of the many data centers in the FreedomPay network. These data centers provide power, network and carrier services. FreedomPay owns, operates and is responsible for provisioning, monitoring, and managing the infrastructure, for providing support to FreedomPay customers.

Data Storage

Our platform was designed and optimized by us specifically to host transaction services and related applications and has multiple levels of redundancy built in. The applications and services themselves run on separate hardware nodes on which the data is stored. Application data that is collected is stored on separate storage devices with encryption employed for sensitive information.

Facilities

Access to the data centers is limited to authorized personnel only, as verified by identity verification measures. Physical security measures include: on-premises security guards, closed circuit video monitoring, and additional intrusion protection measures. Within the data centers, all equipment is stored securely with multiple security layers.

People and Access

Our support team maintains an account on all systems and applications for the purposes of maintenance and support. This support team accesses hosted applications and data only for purposes of application health monitoring and performing system or application maintenance, and upon customer request via our support system. Within FreedomPay, only authorized FreedomPay employees have access to application data. Authentication is done by only accepting incoming SSH connections from FreedomPay and internal data center IP addresses. Our transaction systems platform is designed to allow application data to be accessible only with appropriate credentials, such that one customer cannot access another customer's data without explicit knowledge of that other customer's login information. Customers are responsible for maintaining the security of their own login information.

Third Party Assurance

FreedomPay has successfully completed a SOC 2 Type II audit and has received an "unqualified" opinion from a third party attesting that FreedomPay's controls comply with the Trust Services Principles security, availability, and confidentiality framework issued by the American Institute of Certified Public Accountants (AICPA), and the Canadian Institute of Chartered Accountants (CICA) . FreedomPay's SOC 2 report provides information and independent assurance about our controls that affect the security, availability, and the confidentiality of the information processed by the systems that drive our products. The SOC 2 Type 2 report is the most stringent SOC type and includes a detailed description of our system; the evaluation criteria applicable to the principle(s) being reported on; our controls designed to meet these criteria; a written assertion by our management regarding the description and the design and operation of the controls; and the service auditor's opinion on whether the description is fairly presented and the controls are suitability designed and operating effectively. The report also includes the service auditor's description of tests performed and results of the tests.

Service Provider Obligations

FreedomPay is responsible for the merchant cardholder data that it possesses, processes, stores, or transmits on behalf of the customer, and will maintain compliance with all applicable PCI DSS requirements. Customers and clients are still responsible for the components of PCI compliance related to their location and related systems. Further, FreedomPay transmits cardholder and other sensitive authentication data to the customer's credit card processing provider to process transactions through the card networks. Customers are requested to notify us in the event that they experience issues that may affect the security, availability or confidentiality of the FreedomPay services they are utilizing.

EXHIBIT C-1

MERCHANT ACKNOWLEDGEMENT OF LIABILITY FOR PREFERRED CVM DISABLEMENT

The undersigned merchant hereby acknowledges that it has been informed and fully understands that as a result of disabling the preferred Cardholder Verification Method (CVM) requirements for chip cards, a fraud claim may result in a lost chargeback to the merchant despite the implementation of EMV by FreedomPay in merchant's system, and that as such, merchant assumes all risk that disabling preferred CVM requirements entails, including liability for the chargebacks.

Merchant further acknowledges that it has been informed and fully understands that:

- Suppressing preferred CVM requirements is at merchant's sole risk and that FreedomPay and Revel Systems, Inc. (Revel) shall have no liability to merchant or any third party for fraud claims or chargebacks.
- Review or approval by FreedomPay or Revel of merchant systems or processes does not constitute a representation or warranty by FreedomPay or Revel of merchant system effectiveness or suitability and shall not be deemed to transfer risk or liability to FreedomPay or Revel.

For further guidance, FreedomPay strongly recommends that you consult your acquiring bank.

ACKNOWLEDGED

Merchant: _____

Name: _____

Title: _____

Date: _____



ACKNOWLEDGMENT

The undersigned merchant hereby acknowledges that it has received, read and understood the FreedomPay P2PE Instruction Manual (PIM), located at <http://corporate.freedompay.com/pim>, and further acknowledges that continuing compliance with the FreedomPay PIM is a PCI requirement for SAQ P2PE-HW merchant scope reduction qualification.

ACKNOWLEDGED

Merchant: _____

Name: _____

Title: _____

Date: _____

Signature:

