



DIJI EXCHANGE

DIJI Exchange, LLC
DEX Payment Gateway
Payment System

DIJI Exchange Payment System
Terms of Payment Services

Version 2.1, May 2023

This document represents **DIJI EXCHANGE TERMS of FINANCIAL Services (“ToFS”)** created by **DIJI Exchange LLC**, hereinafter referred to as “**DIJExchange**”, whose principal place of business is 42140 VAN DYKE SUITE -150 A, Sterling Heights, MI 48314. The purpose of the document is to regulate all relevant aspects of DIJExchange services provided to its MERCHANTs (“**MERCHANT**”) who are using DIJExchange financial and IT security services. The document contains all relevant terms of financial services of DIJExchange provided to its MERCHANTs, Partners, or Agents.

WHEREAS, DIJExchange offers transaction processing, DIJExchange services, payment processing services, and other, Value-Added Services referred to herein as “**DIJExchange Financial Services**”. A description of such services may be found at the Web *dijiexchange.com*;

WHEREAS, MERCHANT wants to use and in addition also to market and sell DIJExchange Financial Services to Other MERCHANTs in the United States and internationally, and DIJExchange is willing to grant the MERCHANT the right to use and offer DijiExchange Financial Services to its customers under terms and conditions specified in this document.

1. Definitions

The following capitalized terms will have the meanings set forth below. Other terms may be defined elsewhere in this ToFS Document.

“**ACH**” or “**Automated Clearing House**” means an electronic network that allows the exchange and settlement of electronic payments between financial institutions.

“**Affiliate**” means any natural or legal Person that, directly or indirectly (e.g., through any number of layers of ownership), controls (e.g., a parent), or is controlled by (e.g., a subsidiary) or is under the common control (e.g., brother/sister organizations) of such party.

“**Approved Merchant**” means any Merchant (as defined herein) registered in the DIJExchange Financial Services system.

“**Asset**” means any tangible or intangible property belonging to a party to this ToFS Document.

“**Card Association**” for the purposes of this ToFS Document means a network of Issuing Banks and Acquiring Banks that process payment cards of a specific brand. The Card Association includes American Express, Discover Financial Services, JCB International, MasterCard International Inc., Visa Inc., and Visa International Inc., among others.

“Client” means any party with whom either DijiExchange or MERCHANT has a contract for services described in this ToFS Document.

“Data” for the purposes of this ToFS Document means personal and/or non-public information about MERCHANT, including but not limited to: names, addresses, telephone numbers, e-mail addresses, social security numbers and/or tax identification numbers, plus payment data, as well as MERCHANTS' mailing addresses(s), email address(es), phone number(s), types of purchases and descriptions of purchases.

“Due Date” means that day, whether a business day or otherwise, on which any obligation specified in this ToFS Document becomes fully mature, realized, payable and/or otherwise due and owing.

“Early Termination Fee” means any fee or other charge that may be imposed on the user of DijiExchange's services, which services by contract, on a case by case basis, have minimum terms.

“Effective Date” means the earlier of the date MERCHANT agrees to the terms and conditions of this ToFS Document by (i) clicking the “I AGREE” button associated with this ToFS Document on the relevant page of DijiExchange's Portal; (ii) by using DijiExchange Financial Services or (iii) acknowledging acceptance of the ToFS Document by any other means.

“Engagement” means the business relationship between any party to this ToFS Document and any prospective DijiExchange's Client or MERCHANT.

“MERCHANT” means any Person regularly engaged in the sale of goods or services to whom DijiExchange sells, offers to sell, or has sold any of its financial or IT security services. MERCHANT may be used interchangeably for ‘Approved Merchant’ as context permits.

“MERCHANT Marks” means MERCHANT's customary name and logo, and such other trademarks as MERCHANT may from time to time notify DijiExchange in writing to be “MERCHANT Marks” within the meaning of this ToFS Document.

“DijiExchange Account” means the account that DijiExchange will establish on behalf of the MERCHANT upon its registration in the DijiExchange Payment System.

“DIJIEXCHANGE Marks” means DijiExchange's name and logo and those trademarks identified herein, plus such other trademarks as DijiExchange may from time to time create or acquire, including but not limited to registered Trademarks of Companies with which DijiExchange has business relationship.

“DijiExchange Website” means the Web Site operated by or for DijiExchange accessible with the URL <https://dijiechange.com>

“Other MERCHANT” means any third party to whom MERCHANT may offer the DijiExchange Financial Services, including but not limited to an Independent Sales Organization (“ISO”), Merchant Service Provider (“MSP”), Value Added Reseller (“VAR”), Application Service Provider (“ASP”), Software Developer, Acquiring Bank or Financial Institution.

PARTNER refers to a party to this ToFS Document and is to be understood in its ordinary and everyday usage. The use of the word “MERCHANT”, or any reference to the same in this ToFS Document, shall not under any circumstances be interpreted to mean a common law or statutory general or limited “partnership”, or require that the parties treat the relationship created by this ToFS Document as a “partnership” as that term is used in the Internal Revenue Code.

“PCI DSS” means Payment Card Industry Data Security Standard.

“PCI Non-Validation Fee” means the fee charged to any person or party who fails to return a PCI Compliance Validation Certificate, Self-Assessment Questionnaire (SAQ) and/or Quarterly Network Scan.

“Person” means any natural person, corporation, partnership, limited liability Company, trust, association or other legal entity.

“Proprietary Right” means any patent, copyright, Trademark rights, moral rights, trade secret rights, or other intellectual property or proprietary rights arising under the laws of any jurisdiction.

“Retrieval” means the first step in the chargeback process, in which any financial institution may request a copy of the physical sales ticket for a disputed transaction.

“Third Party Service Provider” means an entity that provides bank and/or Merchant payment processing services including, but not limited to MERCHANT service, authorization, billing, reporting, and/or settlement services.

“Trademarks” means all common law or registered trademark, service mark, trade name and/or trade dress rights and similar or related rights arising under any of the laws of the United States or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.

“Transaction(s)” means any billable event completed or submitted under MERCHANT Account including but not limited to refund, credit, sale, void, offline force, capture, authorization or settlement regardless of whether approved or declined.

“VAR” or “Value Added Reseller” means any third-party vendor that enhances, changes or modifies existing hardware or software, thereby adding value to the services provided by the processor or acquirer.

“Value Added Services” means the following DIJExchange Financial Services, including but not limited to: Watch Dog, TruCompliance™, Advanced MID Routing™ and/or any other service or product offered by DijiExchange now or in the future.

“Verification” means the process through which either DIJExchange or MERCHANT verifies or validates material information about any Client or MERCHANT, whether such process uses written or electronic means.

“Web Site” means any point of presence maintained on the internet or any other public data network accessed electronically via wired or wireless connections. With respect to Web Sites maintained on the World Wide Web, such Web Site includes all HTML, HDML, WML or XML pages, or similar unit of information presented in any relevant data protocol, that either (a) contains branding, graphics, navigation or other elements such that a user reasonably would conclude that the pages are part of an integrated information or service offering, or (b) are identified by the same second-level domain, such as DijiExchange, or by the same equivalent level identifier in any relevant address scheme.

2. MERCHANT Obligations

2.1 Compliance with Legal and Regulatory Authority

MERCHANT shall at all times comply with and require Merchants and/or Other MERCHANTs to comply with, all applicable legal obligations and security measures including, without limitation, those issued by Federal, State and Municipal laws and ordinances, the United States Government, the Card Association, the Federal Trade Commission (FTC) the PCI Security Standards Council, and/or any other governing body. MERCHANT warrants that it has taken such precautions as are necessary to ensure that its Data and its MERCHANT Data is protected and that its electronic systems are secure from breach, intrusion, or compromise by any unauthorized third parties. In the event that MERCHANT’s instance of the DijiExchange Portal is breached and an unauthorized third party has access to or has accessed Data or Transaction data, MERCHANT shall notify the designated parties as required under any applicable laws or industry guidelines and shall immediately notify DijiExchange

of such breach and take such prompt action and precautions as necessary to prevent any continuous or additional breach. MERCHANT shall comply with, and require Merchants and/or Other MERCHANTs to comply with, all DijiExchange security protocols, notices and safeguards in effect during the term of this ToFS Document.

2.2 Data Retention

MERCHANT shall exercise commercially reasonable care to limit access to all Data or Transaction data. MERCHANT shall further have in place policies and procedures for the benefit of MERCHANT'S employees and/or agents and shall its staff in the same accordingly. MERCHANT shall render all Data or Transaction data unreadable prior to discarding the same and shall abide by any and all laws and regulations imposed on MERCHANT for Data or Transaction data destruction or disposal. MERCHANT and its MERCHANTs are solely responsible for compiling and retaining permanent records of all Data and Transaction data. Except as otherwise provided herein, DijiExchange shall have no obligation to store, retain, report or otherwise provide copies of or access to any records of Transactions or other Data collected or processed by DijiExchange. MERCHANT acknowledges that upon termination of this ToFS Document, DijiExchange shall have no obligation to provide any Data or Transaction data to MERCHANT.

2.3 Data Security

MERCHANT is solely responsible for the security of Data residing on servers owned or operated by MERCHANT, or any third-party designee of MERCHANT, for example, a web hosting company, payment processor or other service provider, which Data shall include credit card numbers and any other Data. MERCHANT shall comply with all applicable laws and regulations governing the collection, retention and use by MERCHANT of credit card, Data and other financial information and agrees to disclose on the MERCHANT's website how and why personal and financial information is collected and used, including any use governed by this ToFS Document. Although DijiExchange utilizes commercially reasonable efforts to safeguard Data transmitted while using the DijiExchange Financial Services, DijiExchange provides no warranty or guarantee of any kind that Data will not be intercepted, misappropriated, or modified without authorization, or that MERCHANT's account or Other MERCHANTs Data will not be accessed or compromised by unauthorized third parties. MERCHANT acknowledges that DijiExchange shall not be liable for any improperly processed or unauthorized Transactions, or for illegal or fraudulent access to MERCHANT's account or Other MERCHANT account. DijiExchange acknowledges that it is responsible for the security of cardholder data that DijiExchange possesses, stores, processes or transmits on behalf of MERCHANT, to the extent that DijiExchange could impact the security of MERCHANT's cardholder data environment. DijiExchange's liability for unauthorized Transactions or improperly processed Transactions attributable to the DijiExchange is limited pursuant to Section 10 herein.

2.4 Sales and Referrals

MERCHANT may refer Other MERCHANTs interested in using DijiExchange Financial Services by: (i) using the password(s) provided by DijiExchange Financial Services to access MERCHANT's account on the DijiExchange Web Site and submitting to DijiExchange all information required by DijiExchange to activate a Other MERCHANT for each referred Other MERCHANT, including but not limited to the amounts of all fees that MERCHANT offered to, and were agreed upon by Other MERCHANT for the applicable DijiExchange Financial Services; and (ii) guiding Other MERCHANT through the login and enrollment process on the DijiExchange Financial Services Portal including but not limited to the Other MERCHANT's acceptance of this DijiExchange ToFS Document. Said acceptance may be accomplished by having the Other MERCHANT accept this ToFS Document electronically. DijiExchange reserves the right to refuse to provide DijiExchange Financial Services to any Merchant. MERCHANT acknowledges that acceptance and activation of a Merchant by DijiExchange for any third-party service is subject to approval and acceptance by the applicable third party in its/their sole discretion. DijiExchange makes no guarantees whatsoever regarding such approval and acceptance.

2.5 Online Access

DijiExchange's Portal will issue a password to the MERCHANT to enable MERCHANT and/or its employees and agents to access its account via the DijiExchange Financial Services Portal for the purpose of referring Other MERCHANTs to DijiExchange for potential enrollment in one or more of DijiExchange Financial Services. MERCHANT shall restrict access to such password(s) and account to only those employees and agents of MERCHANT that need the same to carry out the purposes of this ToFS Document. MERCHANT shall further

ensure that every employee and/or agent of MERCHANT accessing and using the account is aware of and otherwise complies with all applicable provisions of this ToFS Document regarding such use and access.

2.5 MERCHANT Service

During the term of this DIJExchange ToS Document DIJExchange shall provide its IT security and secure payments services and technical support to the Approved Merchant if the Approved Merchant is current in payment of all fees owing to DIJExchange and is otherwise not in default under this ToS Document.

2.7 Unauthorized Warranties

MERCHANT shall accurately and specifically describe DijiExchange Financial Services and third-party services to each Other MERCHANT, however, MERCHANT will make no representation, warranty or description regarding the functional characteristics, performance, or other aspects of any DIJExchange Financial Service or third party service that is beyond those stated in DIJExchange then current and officially approved marketing and promotional materials for the applicable DIJExchange Financial Services. MERCHANT is not authorized to, and will not, make any representation or warranty on behalf of DIJExchange except as DIJExchange may expressly consent to in advance, in writing.

2.8 Sensitive DIJExchange Information

In the event MERCHANT requests DIJExchange to unmask certain sensitive DIJExchange Payments Portal information, including but not limited to merchant identification numbers, terminal identification numbers, vital numbers, and passwords (collectively, "DIJExchange Information"), that DIJExchange routinely masks or truncates in order to protect such information from fraudulent use, MERCHANT understands that revealing DIJExchange Information without such masking removes the protection afforded such information that otherwise would be present if DIJExchange Information was masked. DIJExchange therefore advises not to unmask such DIJExchange Information. MERCHANT agrees to assume any and all risk of loss on and liability incurred by it or by any Other MERCHANT on whose behalf it is requesting DijiExchange to unmask DIJExchange Information. MERCHANT represents and warrants that it is authorized to make such request for such merchant. Notwithstanding anything to the contrary contained in any agreement MERCHANT has or any agreement any merchant has with DIJExchange, to the maximum extent permitted by law and in addition to any indemnity obligations MERCHANT may otherwise have, MERCHANT will defend, hold harmless and indemnify DIJExchange and its employees and agents from and against any claim, threat of claim, liabilities, losses, costs, and expenses (including attorneys' fees and costs) incurred by DIJExchange or brought by any third party against DIJExchange arising out of complying with MERCHANT's request to unmask DIJExchange Information. The previous sentence shall not be subject to any limitation of liability. The terms of this Section shall prevail should in the event there is any inconsistency between the terms of this Section and the terms of any agreement to which MERCHANT is a party.

2.9 Authority, Liability for Merchants and Sub-MERCHANTs

If at any time MERCHANT accepts the terms of this ToFS Document on behalf of another MERCHANT ("Sub-MERCHANT"), or MERCHANT accepts the ToFS Document terms on behalf of itself, MERCHANT represents and warrants to DijiExchange that MERCHANT has the authority from such Sub-MERCHANT necessary to accept such terms on behalf of such Sub-MERCHANT and has obtained the authority necessary to authorize DijiExchange to debit such Merchant's or Sub-Affiliate Merchant's (defined below) or Sub-MERCHANT's bank account for fees and amounts owed to the DijiExchange MERCHANT, and that MERCHANT is an agent for such Sub-MERCHANT. MERCHANT shall be fully liable to DijiExchange for, and shall indemnify, defend and hold DijiExchange harmless from any and all liability from, any and all loss, liability, penalty, fine, settlement, cost, damage, injury, or expense, including but not limited to attorneys' fees and litigation expenses, incurred by DijiExchange (whether caused by the negligence of DijiExchange, its agents, employees, or otherwise), arising out of or related to: (a) the services provided by DijiExchange to a Sub-MERCHANT as a result of MERCHANT entering into an agreement on such third party's behalf, whether or not a contract has been deemed to have been entered into by such third party, or (b) the services provided by DijiExchange to any third party, including but not limited to any Sub-MERCHANT, under any agreement entered into by MERCHANT on behalf of any third party. In addition, if a Sub-MERCHANT accepts the terms of this ToFS Document behalf of any Merchant ("Sub-

Affiliate Merchant”), MERCHANT shall be fully liable to DijiExchange for, and shall indemnify, defend and hold DIJExchange harmless from any and all liability from, any and all loss, liability, penalty, fine, settlement, cost, damage, injury, or expense, including but not limited to attorneys’ fees and litigation expenses incurred by DIJExchange (whether caused by the negligence of DijiExchange, its agents, employees, or otherwise), arising out of or related to the services provided by DIJExchange to any Sub-Affiliate Merchant.

2.10 Unmatched Credit Acknowledgment

In the event that MERCHANT asks DijiExchange to process credit transactions that do not correspond to identified sales transactions in the same amount and for the same merchant (“Unmatched Credits”), this Section shall apply. MERCHANT understands that initiating Unmatched Credits removes the verification check that would otherwise be present if such credit transaction was matched to a sales transaction, and further understands that DijiExchange advises against initiating such Unmatched Credit transactions. MERCHANT therefore agrees to assume all risk of loss of and liability arising out of Unmatched Credits incurred by DIJExchange, or by MERCHANT, or by any Merchant on whose behalf MERCHANT is authorizing DijiExchange to initiate Unmatched Credits. MERCHANT represents and warrants that it is authorized by Merchant to initiate Unmatched Credits for the subject Merchant. MERCHANT will defend, hold harmless and indemnify DIJExchange and its employees and agents from and against any claim, threat of claim, liabilities, fines, losses, costs, and expenses (including but not limited to attorneys’ fees and costs) incurred by DijiExchange or brought by any third party against DijiExchange arising out of any Unmatched Credit initiated by MERCHANT or on MERCHANT’s behalf, notwithstanding anything to the contrary contained in any agreement MERCHANT has, or any agreement any Merchant has with DIJExchange, to the maximum extent permitted by law, or to any indemnity obligations MERCHANT may otherwise have under this ToFS Document or otherwise. The obligations of MERCHANT under this Section shall not be subject to any limitation of liability. The terms of this Section shall prevail Should in the event there is any inconsistency between the terms of this Section and the terms of any agreement to which MERCHANT is a party.

2.11 Good Faith

MERCHANT shall at all times carry out the terms of this ToFS Document in good faith. MERCHANT shall promptly notify DIJExchange of any circumstances that may arise which could foreseeably give rise to a breach or potential breach of this ToFS Document.

2.12 Change in Business

MERCHANT agrees to provide DIJExchange sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate, or (b) change to the basic nature of its business. Upon the occurrence of any such event, the terms of this ToFS Document may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

3. Rights of the Parties

3.1 MERCHANT Appointment

In accordance with the terms and conditions of this ToFS Document, DIJExchange hereby appoints MERCHANT as a nonexclusive representative of DIJExchange Financial Services in the United States and internationally. In connection with such appointment, DIJExchange hereby grants to MERCHANT a nonexclusive, nontransferable right to market and otherwise solicit orders for DijiExchange Financial Services, promote DIJExchange Financial Services, and refer Other MERCHANTs to DijiExchange for potential enrollment in one or more of DIJExchange Financial Services and/or Value Added Services.

3.2 Limitations

Section 3.1 sets forth the entirety of MERCHANT’s right to offer, sell, market, promote, and distribute the DIJExchange Financial Services. Without limiting the applicability of the foregoing, MERCHANT will not, directly or indirectly (a) offer, sell, market, promote, or distribute any of the DIJExchange Financial Services except as

specifically set forth in this ToFS Document, or (b) alter, distort, remove, cover or otherwise modify any legal notices including, without limitation, any notice of Proprietary Rights appearing in or on, or that may be included with, any content, documentation, or other materials furnished or otherwise made available to MERCHANT by DijiExchange under this ToFS Document. MERCHANT acknowledges that the rights granted to offer, sell, market, promote, and distribute DijiExchange Financial Services hereunder are subject to any and all applicable rights of third parties or any Third Party Service Providers. MERCHANT will comply with all third party and Third-Party Service Provider restrictions and limitations on use of DIJExchange Financial Services. This ToFS Document, and delivery of any DijiExchange Financial Services, content or any portion hereunder to MERCHANT or any third party pursuant to this ToFS Document shall not be interpreted so as to cause DIJExchange to be in violation of any law of any jurisdiction or third-party agreement, and DIJExchange may at any time modify its grant of rights to the extent necessary to ensure compliance.

3.3 No Delegation

MERCHANT shall not delegate performance of any of its obligations under this ToFS Document, other than to its own employees, without DIJExchange's prior written authorization. MERCHANT will further ensure that all authorized persons performing any of the obligations described in this ToFS Document are properly qualified and experienced to carry out the same. MERCHANT shall be fully liable to DijiExchange for any act or omission of its employees or such authorized persons.

4. DijiExchange Obligations

4.1 E-mail Notification

Upon DIJExchange's receipt from MERCHANT of all information that is required to activate MERCHANT's DijiExchange System Account, DijiExchange shall send an e-mail to Merchant or Other MERCHANT at the e-mail address provided by MERCHANT, advising the Merchant and/or Other MERCHANT of the steps needed to activate its MERCHANT's DIJExchange System Account, including but not limited to accepting DIJExchange ToFS.

4.2 Technical Support

DijiExchange will provide commercially reasonable technical support, as DIJExchange deems appropriate, to MERCHANT and its Other MERCHANTS as may be necessary to assist MERCHANT to effectively carry out MERCHANT's obligations under this ToFS Document.

4.3 Billing

DIJExchange shall invoice MERCHANT, its Customers or Other MERCHANTS, as applicable, under the terms of this ToFS Document. In the event MERCHANT believes there is a discrepancy with the fees billed to MERCHANT, its Customers or Other MERCHANTS, MERCHANT may dispute the fees and DijiExchange shall promptly investigate any disputes and audit the disputed invoice. All disputes must be made in good faith, provided to the other party, in writing, within thirty (30) days of the invoice date. Fees billed shall be deemed accepted within thirty (30) days from the date of the invoice in the absence of any written objection delivered to the other party. The cost of generating the audit plus the unbilled fees, if any, shall be paid to DijiExchange by the MERCHANT requesting the audit in the event the audit for service fees billed reveals DijiExchange billed the appropriate service fees or less to MERCHANT. The cost of generating the audit shall be paid by DijiExchange and the over billed service fees shall be paid by DIJExchange to MERCHANT the month after the audit is completed in the event the audit for service fees billed to MERCHANT reveals DijiExchange billed more than the appropriate service fees to MERCHANT.

5. Fees and Payment

DIJExchange shall provide billing invoices in one of two ways, or a combination thereof, as contained in this Section 5.

5.1 Bill to MERCHANT and/or Other MERCHANTS

5.1.1 Residual Commissions

With respect to each Approved Merchant and/or Other MERCHANT utilizing DijiExchange Financial Services during the term of this TOFS Document, DijiExchange will pay MERCHANT residual commissions on any applicable fees charged to the Merchant and/or Other MERCHANT, less fees charged MERCHANT as set forth in the MERCHANT Fee Schedule located in the DijiExchange Merchant Operational Procedures document. Residual commissions will be paid on the twenty-fifth day of each month following the month DijiExchange collects the applicable fees from the Approved Merchant and/or Other MERCHANT. Residual Commissions generated by Approved Merchants and/or Other MERCHANTs will not be paid to MERCHANT where payments owing from such Approved Merchants and/or Other MERCHANTs are overdue. DijiExchange will pay residual commissions to MERCHANT only if the applicable fees are collected from the Approved Merchant and/or Other MERCHANT. In the event DijiExchange is unable to collect fees from Approved Merchant and/or Other MERCHANT for any reason, then said fees shall be deducted from MERCHANT's earned commission or withdrawn from MERCHANT's bank account. DijiExchange reserves the right to terminate the accrual and payment of residual commissions to MERCHANT if MERCHANT is in breach of this ToFS Document. To receive residual commissions, a \$50.00 minimum amount must be earned. If the minimum \$50.00 has not been earned, residual commissions shall be carried over to the next month.

5.1.2 Payment Terms

DIJExchange will invoice the MERCHANT and/or Other MERCHANT on the first business day of each month for any and all amounts due and owing under this ToFS Document. If accrued fees exceed \$50.00 at any time in any given month, DijiExchange will invoice the MERCHANT and/or Other MERCHANT the full amount due on more frequently than monthly, at DIJExchange's discretion. The MERCHANT and/or Other MERCHANT must authorize DijiExchange to initiate transaction entries to MERCHANT's and/or Other MERCHANT's depository account as set forth in this ToFS Document. This authority shall remain in full force and effect until DijiExchange has received written notification from MERCHANT and/or Other MERCHANT of its / their request for termination in sufficient time to afford DijiExchange and MERCHANT and/or Other MERCHANT's depository institution a commercially reasonable opportunity to acknowledge and respond to the request.

5.2 Bill to PARTNER

DijiExchange will invoice PARTNER the service fees accrued to the PARTNER as set forth in the PARTNER Fee Schedule as agreed with the PARTNER that PARTNER signs up for DijiExchange Financial Services. DIJExchange will invoice the PARTNER on the first business day of each month for any and all amounts due and owing under this ToFS Document. DijiExchange will invoice PARTNER the full amount due on a more frequent basis at DijiExchange's discretion if fees accrued fees exceed \$50.00 in any given month. PARTNER must authorize DijiExchange to initiate transaction entries to PARTNER's bank account. This authority is to remain in full force and effect until DijiExchange has received written notification from PARTNER of its request for termination in sufficient time as to afford DIJExchange and PARTNER's business bank a commercially reasonable opportunity to acknowledge and respond to the request. DijiExchange's inability to collect any fees from the PARTNER referred to DijiExchange during the term hereof shall not relieve PARTNER of its obligation to pay DIJExchange the applicable service fees.

5.3 Other Fees and Charges

5.3.1 Return Payment Fee

On any instance in which DijiExchange is unable to collect fees for any reason, including but not limited to insufficient funds, a closed account, or any other negative response, DijiExchange may charge a Return Payment Fee in the amount of \$25.00. At any time payment has not been received when due, DijiExchange may, in its sole discretion, discontinue providing DijiExchange Financial Services.

5.3.2 Late Fees

DijiExchange may charge a late fee as set forth in the MERCHANT Fee Schedule specified in the MERCHANT Operating Procedures document for any amounts not paid on or before the tenth (10th) day following the date when such payments are due. In addition, amounts not paid shall be subject to a finance charge equal to one and one-half percent (1.5%) per month, or the highest rate allowable by law, whichever is less, calculated and compounded daily from the date due until the date paid. Payment of such late fee(s) and finance charge(s) shall not excuse or cure any breach or default for late payment. DijiExchange may accept any check or payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or any correspondence accompanying any check or payment or elsewhere will be construed as an accord or satisfaction.

5.3.3 Reactivation Fee

DijiExchange may, in its sole discretion, immediately terminate this ToFS Document if payment has still not been received after thirty (30) days following the date the payment was due. Notwithstanding the foregoing, if DijiExchange is subsequently paid in full all owing fees, including but not limited to late fees, finance charges and Return Payment Fees, and if DijiExchange has not already terminated this ToFS Document, then DijiExchange may elect to reactivate the MERCHANT's DijiExchange Payment System Account and DijiExchange Financial Services shall charge MERCHANT, its MERCHANT and/or Other MERCHANT a Service Reactivation Fee in the amount of \$25.00.

5.3.4 Other Costs or Fees

MERCHANT shall pay all costs and expenses of whatever nature, including attorneys' fees, incurred by or on behalf of DijiExchange in connection with the collection of any unpaid charges and fees.

6. DijiExchange Financial Services

6.1 Continuity, Reliability and Correctness of Services

DijiExchange Financial Services shall be hosted on servers owned or operated by DijiExchange and/or its Third-Party Service Providers selected by DijiExchange. Subject to the terms of this TOFS Document, DijiExchange will use commercially reasonable efforts to provide DijiExchange Financial Services to MERCHANT, Approved Merchants and/or Other MERCHANTs in an uninterrupted and error-free fashion consistent with its practices in effect as of the Effective Date, provided, that the applicable MERCHANT, Approved Merchants and/or Other MERCHANTs are not in default of their obligations to DijiExchange under this ToFS Document.

MERCHANT acknowledges that DijiExchange Financial Services are computer network-based services, which may be subject to outages and delay occurrences. In the event of such an outage or delay, and subject to the terms hereof, DijiExchange shall use commercially reasonable efforts to remedy material interruptions, and effect repairs and replacements, within its ability as necessary to enable DijiExchange Financial Services to

perform their intended functions in a reasonable manner subject to this ToFS Document. MERCHANT acknowledges that DijiExchange provides no warranty or guarantee that such efforts will be successful. If such efforts are unsuccessful, MERCHANT may terminate this ToFS Document in accordance with Section 7. The foregoing shall constitute MERCHANT's sole remedy and DijiExchange's sole liability in the event of interruption, outage or other delay. Notwithstanding the foregoing, DijiExchange shall not be liable in any manner for any interruption, outage or other delay outside of its control or caused by third party providers or Third-Party Service Providers. DijiExchange shall have the right, but not the obligation, to refuse to provide any DijiExchange Financial Service to any person, entity or Web Site which in DijiExchange's sole discretion it considers to be actually or potentially obscene, indecent, offensive, defamatory, unlawful, infringing upon any proprietary right or third party contract, or otherwise objectionable or unsuitable for posting on DijiExchange's, MERCHANT's or third party provider's servers or web site(s) including, without limitation, any hyperlinks, framed content or meta data contained anywhere therein.

6.2 Refund Policy

DijiExchange has three sources of revenue and charges its MERCHANTs and Other MERCHANTS for those services: (1) secure hosting services, (2) IT security services, and (3) secure financial services. For (1), (2) and (3) DijiExchange is charging monthly subscription fee. The fee is charged at the beginning of the month, in advance, for the current month. For (3) DijiExchange also charges transaction fee.

Return policy for subscription is the following: if the MERCHANT and/or Other MERCHANT decides to terminate the terms of this ToFS Document, then the use of the DijiExchange Payment System will be immediately terminated. Monthly subscriptions charged for the current month, at the beginning of the current month, will not be refunded.

Return policy for transaction fees is the following: if the MERCHANT complains that some transaction has been performed incorrectly, and the reason for the problem, discovered after the analysis of the DijiExchange code, turns out to be caused by the inconsistency, incorrectness, bug, or error of the DijiExchange Payment Portal, then the fees charged by DijiExchange for that transaction will be returned to the MERCHANT and/or Other MERCHANT.

7. Term and Termination of This ToFS Document

7.1 Term

The term of the ToFS Document shall begin on the Effective Date and shall remain in full force and effect until terminated pursuant to this Section 7.

7.2 Termination by DijiExchange

DijiExchange may terminate this ToFS Document and all its services immediately and without advance notice, if MERCHANT is in breach or default of any obligation set forth in this ToFS Document or if DijiExchange determines, in its sole discretion, that MERCHANT's business practices are detrimental to DijiExchange's business objectives.

7.3 Termination by MERCHANT

MERCHANT may terminate this ToFS Document with or without cause, and for any reason, by providing DijiExchange with at least thirty (30) days written notice of its intent to terminate the same.

7.4 Effect of Termination

MERCHANT shall be obligated to pay DijiExchange, within thirty (30) days of the effective termination date, all fees due and owing to DijiExchange in the event that MERCHANT terminates this ToFS Document in accordance with this Section 7. Upon expiration or termination of this ToFS Document for any reason: (i) MERCHANT shall promptly return to DijiExchange all documentation, equipment, sales literature, and other materials supplied by to MERCHANT by DijiExchange, and (ii) all MERCHANT's rights and interests under this ToFS Document shall terminate and shall have no further force nor effect.

7.5 Survival

Upon expiration or termination of this ToFS Document for any reason, all rights and obligations of the parties under this ToFS Document shall be extinguished, except: (a) the rights and obligations of the parties which, by their nature would naturally survive such termination; and (b) all accrued payment obligations hereunder shall survive such expiration or termination.

8. Representations and Warranties

8.1 MERCHANT

MERCHANT represents and warrants to DijiExchange that:

(a) MERCHANT will conduct its business at all times in a manner that reflects positively on DijiExchange's goodwill and reputation and will not engage in any illegal or unethical business practices; and

(b) All representations and statements made by MERCHANT in this ToFS Document, or in any other document relating hereto by MERCHANT or on MERCHANT's behalf, are true, complete, and accurate in all material respects. MERCHANT hereby authorizes DijiExchange to investigate and confirm any information submitted by MERCHANT herein. For this purpose, DijiExchange may utilize credit bureau/reporting agencies and/or its own agents.

8.2 Third Party Programs

MERCHANT acknowledges that DijiExchange Financial Services are designed for use with certain third-party programs, including, without limitation, certain internet browser software programs. MERCHANT will look solely to the developers and manufacturers of such programs as to warranty, maintenance, or other support regarding the same. DijiExchange makes no warranty, express or implied, as to any such third-party software.

8.3 Mutual Authorizations

Each party represents and warrants to the other that (a) it has full power and legal right to execute and deliver this ToFS Document and to perform its obligations under this ToFS Document, (b) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this ToFS Document, (c) it has all right, title or interest, or valid license to use, its respective Marks, and that its grant of rights associated therewith does not violate any Proprietary Rights of any third party; and (d) this ToFS Document constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

9. Indemnification

9.1 MERCHANT indemnification

In addition to any indemnity obligation otherwise set forth herein, MERCHANT shall defend, indemnify, and hold DijiExchange, its Third Party Service Providers, and/or subsidiaries and any of their officers, directors, agents and employees harmless from and against any and all liability for any claim, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or other expenses, including but not limited to reasonable attorneys' fees and other litigation expenses, incurred by DijiExchange arising out of or relating to: (a) any breach or alleged breach by MERCHANT of any representation, warranty, or obligation of MERCHANT set forth in this ToFS Document; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by MERCHANT or any of its employees, agents or MERCHANTs; (c) payment card transactions submitted by MERCHANT or its MERCHANTs to DijiExchange and rejected by DijiExchange or an issuing bank; (d) the reliability, accuracy, or legitimacy of payment Data or purchase orders submitted by MERCHANT or its MERCHANTs to DijiExchange; (e) claims by MERCHANT's MERCHANTs, including, without limitation, claims relating to the disclosure of consumer Data; (f) any alleged infringement of a patent, copyright, trademark or other intellectual property right resulting from MERCHANT Fault; (g) any violation of DijiExchange's then current policies or guidelines; (h) any alleged or actual violation by MERCHANT of any applicable laws, regulations or rules of (i)

the Credit Card Associations; (ii) the Gramm Leach Bliley Act; (iii) or any regulatory body or agency having jurisdiction over the subject matter hereof. MERCHANT agrees to immediately reimburse DijiExchange for any fines and/or penalties by the Credit Card Associations or any other entity that may arise from MERCHANT's conduct.

9.2 DijiExchange Indemnification

(a) DijiExchange shall defend, indemnify and hold MERCHANT and any of its officers, directors, agents and employees harmless from and against third party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses including reasonable attorneys' fees and other litigation expenses incurred by MERCHANT, arising out of or relating to any infringement of a U.S. patent of any other entity or person by DijiExchange.

(b) DijiExchange's obligations in Section 9.2(a) do not apply if DijiExchange Financial Services or portions or components thereof (a) are modified by persons or entities other than DijiExchange, if the alleged infringement relates to such modification; (b) are combined with or derived from other products, processes or materials not supplied or recommended by DijiExchange where the alleged infringement relates to such combination, or (c) continue to be used after DijiExchange has made a non-infringing version available to MERCHANT (collectively, "MERCHANT Faults"). If DijiExchange Financial Services or any component thereof becomes, or in DijiExchange's opinion and sole discretion is likely to become the subject of a claim of infringement, then MERCHANT shall permit DijiExchange, at DijiExchange's sole option and expense to (i) procure for MERCHANT the right to continue using the DijiExchange Financial Services as permitted in this ToFS Document, or (ii) replace or modify the affected DijiExchange Financial Services or infringing component so that it becomes non-infringing. If, after using commercially reasonable efforts, DijiExchange is unable to cure the infringement, either party may terminate this ToFS Document upon written notice delivered to the other, as provided in Section 7. Notwithstanding the above, DijiExchange's total liability shall not exceed the amount as stated in Section 10. This Section 9.2 states the entire liability of DijiExchange to MERCHANT with respect to any infringement of intellectual property rights by DijiExchange Financial Services.

9.3 Indemnification Process

The obligations of each party ("Indemnitor") under this Section 9 to defend, indemnify and hold harmless the other party ("Indemnitee") shall be subject to the following: (a) Indemnitee shall provide Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Indemnitor of its obligations under this section to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) Indemnitor shall have control of the defense and of all negotiations for settlement of such claim or suit; and (c) Indemnitee shall cooperate with Indemnitor in the defense or settlement of any such claim or suit, provided that Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Indemnitor. Subject to clause (b) above, Indemnitee may participate in the defense of any such claim or suit at its own expense. Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement that reasonably could be expected to require a material affirmative obligation of liability, result in any ongoing material liability to or materially prejudice Indemnitee in any way.

10. Limitation of Liability

(a) UNDER NO CIRCUMSTANCES WILL DIJIEXCHANGE OR ANY OF ITS THIRD PARTY SERVICE PROVIDERS, PARENTS, AFFILIATES OR VENDORS, OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, AFFILIATES OR VENDORS, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, HOWEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) DIJIEXCHANGE'S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS ToFS Document SHALL BE LIMITED TO THE TOTAL COMPENSATION PAID TO DIJIEXCHANGE THROUGH THE CLAIMING MERCHANT ACCOUNT DURING THE (30) DAYS PRIOR TO ANY SUCH CLAIM OF LIABILITY, OR \$1,500, WHICHEVER IS LESS.

11. Disclaimers

EXCEPT AS PROVIDED IN SECTIONS 6 AND 8.3 HEREIN, DIJIEXCHANGE FINANCIAL SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. DIJIEXCHANGE DOES NOT REPRESENT OR WARRANT THAT THE DIJIEXCHANGE FINANCIAL SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR FREE. MERCHANT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE DIJIEXCHANGE FINANCIAL SERVICES MADE BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS OR MERCHANTS, EXCEPT AS SET FORTH IN THE SERVICE LEVEL ToFS Document CONTAINED IN APPENDIX A OF THE DIJIEXCHANGE ToFS Document. MERCHANT UNDERSTANDS AND AGREES THAT DIJIEXCHANGE SHALL BEAR NO RISK WHATSOEVER AS TO THE SALE OF PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD, ACH FRAUD, CHECK FRAUD OR CHARGEBACKS. DIJIEXCHANGE SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE DIJIEXCHANGE FINANCIAL SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS ToFS Document.

12. Intellectual Property

12.1 MERCHANT's IPRs

As between the parties, MERCHANT owns and retains all right, title and interest in and to the MERCHANT Marks and MERCHANT reserves all rights in and to the foregoing.

12.2 DIJIExchange's IPRs

The parties agree that DijiExchange owns and retains all right, title and interest in and to DijiExchange Financial Services' Trademarks, copyrights, technology and any related technology utilized under or in connection with this ToFS Document, including but not limited to all documentation and content furnished to MERCHANT by DijiExchange and all intellectual property rights associated therewith. No claim of right, title to or ownership of any of the foregoing is granted or otherwise transferred to MERCHANT or any other entity or person under this ToFS Document. MERCHANT shall not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets residing in or comprising DijiExchange's Services or related technology.

12.3 Use of Trademarks

Solely with written permission, each party may grant to the other party the right to use, reproduce, publish, perform, create derivative works using and/or display the other party's Marks in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and/or mailings about or related to DIJIExchange Financial Services. Each party shall strictly comply with all applicable standards with respect to the other party's Trademarks, which standards may be furnished by such either party from time to time. All uses of the other party's Trademarks shall inure to the benefit of the party owning such Trademark.

12.4 Other Trademarks

MERCHANT shall not register or attempt to register any of DIJExchange's Marks or any Trademarks that DIJExchange reasonably deems to be confusingly similar to its Marks.

13. Confidentiality and Nondisclosure

13.1 Use of Confidential Information

Each party that receives information (the "Receiving Party") from the other party (the "Disclosing Party") agrees to use its commercially reasonable, best efforts to protect all non-public information and know-how of the Disclosing Party that is either designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding disclosure, reasonably ought to be treated as proprietary and/or confidential ("Confidential Information"). Each party shall take precautions as to the Confidential Information of the other at least as great as those taken to protect its own, similar information. Each party agrees that the terms and conditions of this ToFS Document will be Confidential Information, however, either party may disclose the terms and conditions of this ToFS Document to its immediate legal and financial consultants in the ordinary course of its business.

13.2 Exclusions

The foregoing restrictions will not apply to any information that: (a) the Receiving Party can document it had in its possession prior to disclosure by the Disclosing Party, (b) was in or entered the public domain through no fault of the Receiving Party, (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality, (d) is required to be disclosed by applicable laws or regulations, but in such event, only to the extent required to be disclosed, and in which case the Disclosing Party shall notify the other of its intention or obligation to make such disclosures in prior to doing so; or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party. Upon request of the other party, or in any event upon any termination or expiration of the Term, each party shall return to the other all materials, in any medium, whether physical or electronic, that contain, embody, reflect or reference part or all of the Confidential Information of the other party. Each party acknowledges that its breach of this provision would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, thus for which the other party shall be entitled to seek injunctive relief to enforce the provisions of this Section 13.

14. General Provisions

14.1 Non-exclusivity

This ToFS Document shall not confer on either party any exclusive rights. Each party is free to contract with others with respect to the subject matter of this ToFS Document.

14.2 Relationship of the Parties

The parties to this ToFS Document are independent contractors and nothing in this ToFS Document shall make them joint ventures, MERCHANTs, employees, agents or other representatives of the other party. Neither party shall make any representation otherwise. The term "MERCHANT" is descriptive only.

14.3 Notices

All notices to MERCHANT shall be sent electronically to the email address posted in the MERCHANT's DIJExchange account. All notices to DIJExchange shall be sent to admin@dijexchange.com with a written copy to DiJiExchange Corporate Counsel, address: 42140 VanDyke Suite 150A Sterling Heights MI 48314. Such written notice will be deemed given upon personal delivery, or three (3) days after the date of mailing if sent by certified or registered mail, or by a recognized private delivery service.

14.4 Non-solicitation

MERCHANT shall not directly or indirectly, whether for compensation or otherwise, engage in any business activity, whether as an employee, proprietor, officer, director, agent, trustee, MERCHANT or creditor lending money for the purpose of establishing or operating any such business, that (a) induces or attempts to induce, directly or indirectly, any Merchant to modify or terminate such Merchant's business association with DijiExchange or (b) interferes with, disrupts or attempts to disrupt any business relationship, contractual or otherwise, between DijiExchange and any Merchant, client, supplier, consultant, agent or employee of DijiExchange. The parties hereto acknowledge that any breach of these non-solicitation provisions will cause immediate, irreparable and continuing harm to DijiExchange for which there is no adequate remedy at law, and as such the parties acknowledge and agree that in the event of any breach or violation, or threatened breach or violation, of these non-solicitation provisions, DijiExchange and/or its successors and/or assigns shall be entitled to temporary, preliminary and permanent injunctive relief, including restraints enjoining and restraining such breach or violation or threatened breach or violation, plus such other legal and equitable remedies as may be provided by law, without the necessity of posting any bond or other security, including damages, for the costs of suit or attorneys' fees.

14.5 Severability, Headings

In the event any provision of this ToFS Document is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this ToFS Document.

14.6 Dispute Resolution

Any dispute or claim arising out of or relating to this ToFS Document, except claims involving intellectual property and claims for indemnification, will be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this ToFS Document, which shall take place in Chicago, Illinois, unless the Parties mutually agree otherwise. This ToFS Document evidences a transaction in interstate commerce and this arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitrator may not award relief in excess of or contrary to what this ToFS Document provides, or order consolidation or arbitration on a class wide or representative basis, except that the arbitrator may award damages required by statute on an individual basis and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration determination or award shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the same. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses will be divided equally between the Parties, though each Party will bear its own expense of counsel, experts, witnesses and preparation and presentation of evidence at the arbitration. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this ToFS Document, except for claims involving intellectual property and claims for indemnification, may be brought by either Party more than one (1) year after the cause of action arose.

14.7 Amendment

With written notice to MERCHANT, DijiExchange may modify any of the terms and conditions contained in this ToFS Document at any time in its sole discretion. MERCHANT acknowledges and agrees the transaction processing and gateway services industries evolve and change over time, and therefore agrees that DijiExchange may so modify this ToFS Document, from time to time, to comply with any additional rules or policies that may be required under the laws of the United States or any other governing body, or to adjust to changing business circumstances. DijiExchange will post the most current version of this ToFS Document, including any amendments or modifications thereto, via the MERCHANT Control Panel on DijiExchange's Website, which version shall automatically become effective thirty (30) days after the date it is posted.

MERCHANT may terminate the ToFS Document at any time by providing DijiExchange with written notice within thirty (30) days after DijiExchange posts an amendment or modification to this ToFS Document if MERCHANT deems such amendment or modification to be unacceptable. MERCHANT's continued participation following a modification or amendment shall constitute MERCHANT's binding acceptance of the change. No provision of this ToFS Document shall be modified by PA

14.8 Electronic Signatures

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this ToFS Document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) a party's electronic signature (which may be evidenced by MERCHANT clicking the "Submit," "Accept" or other equivalent indicator on the applicable website) is associated with this ToFS Document and related documents, (2) MERCHANT consents and intends to be bound by this ToFS Document and related documents, and/or (3) this ToFS Document is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This ToFS Document and all related electronic documents shall be governed by the provisions of e-Sign. By pressing Submit, Accept or other equivalent indicator, such person or party agrees (i) that this ToFS Document and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this ToFS Document and related documents, (iii) that said person or party has the ability to print or otherwise store this ToFS Document and related documents.

14.9 Governing Law, Jurisdiction, Conflicts of Law, Forum

This ToFS Document and performance thereof shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois. MERCHANT hereby irrevocably consents to the personal jurisdiction of and venue in the state and federal courts located in DuPage County, Illinois with respect to any action, claim or proceeding arising out of or related to this ToFS Document and agrees not to commence or prosecute any such action, claim or proceeding other than in such courts. The parties hereto agree that Maryland law shall apply regardless of any choice or conflicts of law principles.

14.10 Waiver

The failure of any party to insist on or enforce strict performance of any provision of this ToFS Document, or to exercise any right or remedy under this ToFS Document or applicable law will not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision, right or remedy in that or any other instance. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver may be construed as a waiver of any other and/or succeeding breach of such or any other provision of this ToFS Document, or a waiver of the provision itself.

14.11 Assignment

MERCHANT may not assign this ToFS Document or any rights hereunder without the prior written consent of DijiExchange, except that DijiExchange's prior written consent will not be required for an assignment as a result of any MERCHANT merger, consolidation, reorganization or similar transaction involving all or substantially all of the assets of MERCHANT. In any such event, the assignee must assume and agree in writing to perform all of the assigning party's executory obligations. The assigning party must further guarantee performance by the assignee throughout the Term of this ToFS Document. Subject to the foregoing, this ToFS Document shall be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

14.12 Force Majeure

DijiExchange shall not be responsible for any failure to perform beyond its reasonable control, including, without limitation acts of God, acts or omissions of civil or military authority, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, or interruptions in telecommunications or internet services, third party vendors or network provider services.

14.13 Merger

This ToFS Document constitutes the entire set of ToFS that the MERCHANT accepts supersedes all prior memoranda or TOFSs relating thereto, whether oral or in writing.