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Monetise Pte. Ltd. (“Fewcents”) is a payment service provider. Client (“Client”) is a consumer of payments services. The Fewcents Service, comprised of Fewcents Application and API, enables Clients to process payments over the internet. Fewcents provides this service by following Users’ Fewcents-related activities across Devices and aggregating any Payment Claims (as defined below) that Users initiate.

**The Fewcents Service is available to Content-For-Purchase Clients.**

Content-For-Purchase Clients make Materials available for purchase by Users via the internet. Users pay “User Fees” in exchange for access to Materials.

Transactions facilitated by Fewcents Service for User Fees are known as “Payment Claims.” For a transaction to be considered as a Payment Claim, the User Fees should have been first collected in full by Fewcents from the User of Fewcents Service.

Client understands that, in executing this Agreement, Client makes an offer to Fewcents to enter into a contractual relationship. Client affirms that Client has submitted all requested Know Your Customer information to Fewcents, and understands that Fewcents may accept or decline Client’s offer in Fewcents’ sole discretion. Fewcents will communicate acceptance by sending the Client a confirmation via e-mail that Client’s live account can now be used to enter into transactions via Fewcents. This Agreement enters into force at the time the Client receives an email confirming Client’s account is live.

Capitalized terms used herein and not defined in the section in which first used will have the meaning ascribed to them in Section 13 of this Agreement.

## 1. The Service

1. This Agreement sets forth the terms and conditions for the provision of the Fewcents Service to the Client in accordance with the Documentation. To facilitate the Fewcents Service, the Client’s website will include a Fewcents Section marked with the Fewcents logo. Within the Fewcents Section, Users may request Fewcents to arrange a payment transaction initiated by the Client. Fewcents is solely responsible for the Fewcents Section and its content, design, functionality and completeness. The Client is responsible for terms of use for its website, sale, access or use of any Materials, and the Materials themselves.
2. The Fewcents Service supports the collection of Payment Claims. A third-party Payment Service Provider provides payment services in connection with the Fewcents Service. Fewcents reserves the right in its sole and exclusive discretion to change the Payment Service Provider or add additional Payment Service Providers for any payment transaction initiated by Client using the Fewcents Service. The Client has certain obligations to the Payment Service Provider including, but not limited to, the obligations set out in Section 6 herein and Exhibit A hereof.
3. The Client is solely responsible for connecting its data processing systems to the internet and to the Fewcents API at its own expense and liability. Fewcents is entitled to modify the Fewcents Service at any time. Fewcents will use reasonable efforts to inform the Client about material planned changes and upgrades section by electronic mail at least fourteen (14) days in advance.

4. The Client is the sole contractual partner of the User with regard to any offered Materials. Fewcents will endeavor to enter into a relationship with the User concerning the use of the Fewcents Service. However, Fewcents will have no responsibility to Users with regard to any and all claims related to Materials or the Client's activities. The Client will defend, indemnify and hold Fewcents, its owners and representatives harmless against any allegation, action, suit or proceeding, including attorney's fees and costs ("Loss") to the extent such Loss is based upon an allegation concerning the Materials or the Client's activities.
5. Fewcents will endeavor not to enter into any relationship with attempted Users who are individuals on the Denied Persons List and/or who are located in the Embargoed Countries. Nevertheless, Client is solely and exclusively responsible for imposing restrictions for its offerings to relevant Users. Client will not offer transactions via the Fewcents Service to individuals on the Denied Persons List and/or located in Embargoed Countries, and represents that it employs software and services that prevent the Fewcents Service from being offered by Client in such areas. The Client will defend, indemnify and hold Fewcents, its owners and representatives harmless against any Loss to the extent such Loss is based upon an allegation concerning Fewcents transactions offered by Client to any individual on the Denied Persons List and/or located in Embargoed Countries.
6. To request a special service after execution of this Agreement, the Client may send an email to Fewcents at [sales@fewcents.co](mailto:sales@fewcents.co). Fewcents will accept such requests only under the condition that no subsidiary agreements are demanded or other changes or additions relating to this Agreement are made. If Fewcents accepts the request, Fewcents will activate the corresponding special service.

## 2. Collection of Payment Claims

1. The standard pricing for Client's use of the Fewcents Service is as follows:
  - a. **Fewcents Fees** - For every Payment Claim, Fewcents Fees is calculated as either 25% of the Payment Claim or One Singapore Dollar (SGD 1.00) in equivalent Currency as defined in Section 2(5), whichever is lower (exclusive of sales tax).
  - b. **Setup** - No Fewcents Service setup fees are charged.
  - c. **Minimum Transaction Value:** Each transaction facilitated by Fewcents Service will have a minimum transaction value of Twenty Singapore Cents (SGD 0.20) in equivalent Currency as defined in Section 2(5).
  - d. **Necessary condition**, applicable only for Content-For-Purchase Clients - Make User Fees zero (0) only for the first Material accessed by every unique User of Fewcents Service.
2. Custom pricing may be applied via an addendum to this Agreement.
3. Fewcents reserves the right to revise its pricing and the fees listed above at any time with sixty (60) days' notice to Client.

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4. Client will provide Fewcents with a record of Users' Payment Claims incurred through the Fewcents Service upon request. Fewcents will communicate the amounts set forth in Client's invoices to the Payment Service Provider, and the Payment Service Provider will forward corresponding payment to the Client, subject to the terms of this Agreement including, but not limited to, Section 2 below.
  5. If payments are made in currencies other than the currency in which Client makes Payment Claims available on its website (the "Currency"), Fewcents will use the currency conversion rate determined by an associated financial institution of Fewcents. In addition to the currency conversion into the Currency for such transactions, Fewcents may impose on Users a surcharge ("Foreign Transaction Fee") of the transaction value for such Payment Claims. The Client will have no obligation to pay this Foreign Transaction Fee. Fewcents reserves the right to change the Foreign Transaction Fee by providing notice on its website and/or by providing written notice to Users.
  6. As required by The Payments Services Act of Singapore and to maintain its exemption from licensing under Regulation 28 of The Payment Services Regulations, Fewcents is required to keep Client's Users' Payment Claims balance under the SGD 1,000 (One Thousand Singapore Dollars) threshold ("Threshold"). When Client's Users' Payment Claims go over SGD 1,000 (One Thousand Singapore Dollars) in equivalent Currency, then Fewcents will issue:
    - a. **Instruction** to the Payment Service Provider to disburse SGD 250 (Two Hundred Fifty Singapore Dollars) in equivalent Currency to the Client;
    - b. **Debit Note** for SGD 250 (Two Hundred Fifty Singapore Dollars) in equivalent Currency to the Client.

Fewcents reserves the right to change Threshold by providing notice on its website and/or by providing written notice to Clients.

7. The Client is aware that it may be possible for a variety of reasons that the Payment Service Provider does not receive or does not fully receive payment from a respective User. This is, for example, the case if the User refuses the necessary registration under the Fewcents Service, if the User makes use of a return right regarding Materials offered by the Client, or if Payment Service Provider does not receive payment from the User for any other reason. The Client is aware of the associated risk of non-payment, and understands and agrees that it may not receive payment in such cases from the User, Payment Service Provider or Fewcents.

### 3. Right of Use

1. During the term of this Agreement, Fewcents grants to Client a non-exclusive, non-assignable and non-transferable right to access Fewcents Service and to use the features connected with the Fewcents Service as specified in this Agreement. The Client has and receives no other rights in and to the Fewcents Service.

2. In accordance with Section 3(1) above, the Client has no right to and will not use the Fewcents Service beyond the use permitted in accordance with these terms and conditions, or allow third parties to use it or to make the Fewcents Service available to third parties. Client has no right to reverse engineer, revise, decompile, reproduce, to sell, to permit the temporary use or to let or to lend the Fewcents Service or parts of it to third parties. During the term of this Agreement and for two (2) years thereafter, the Client will not develop or offer any service that provides a payment process similar to the Fewcents Service.
3. To the extent that Client uses the Fewcents Service in an unauthorized manner or negligently enables a third party to do so, the Client agrees to pay Fewcents liquidated damages of at least the amount that would have been payable in the event of the execution of a contract for the relevant Payment Claim, including use of the associated Materials, if applicable, for a contract duration of twelve (12) months, and any attorney's fees incurred by Fewcents in its efforts to procure such payment.
4. The Client will keep access data confidential (including username and password) and will not enable or permit an unauthorized third party to use the Fewcents Service. To the extent that the Client breaches this obligation, and upon request by Fewcents, the Client, at its own expense, will promptly supply Fewcents with all information necessary and assist Fewcents with any claim, action, suit or proceeding against such unauthorized third party(ies) at Client's expense.

## 4. Client Obligations

1. The Client, at its own expense, will provide the necessary technical platform as described in the Fewcents Documentation, including access to the Fewcents Service through the API from its own computer system. The Client is responsible for resolving any errors that occur in its computer systems. The current version of the Documentation is available at <https://fewcents.co/setup>.
2. The Client will:
  - a. establish a data link to the Fewcents data center;
  - b. use the Fewcents-provided API key to convey its intent to use the Fewcents Service;
  - c. for Content-For-Purchase Clients, provide Fewcents with Client's Tax Identification Number (as known as the Employer Identification Number);
  - d. transmit to Fewcents the names of all designated administrators for Client for communication with regard to the Fewcents Service;
  - e. use the Fewcents Service exclusively for the intended use and for its own purposes; and
  - f. inform Fewcents without undue delay about any defects or damages that could affect the safety or operation of the Fewcents Service. The Client agrees to cooperate with Fewcents and take all reasonable measures to enable Fewcents to diagnose such defect or damage. In the event of an incorrect error report or notice of defect, the Client will pay Fewcents an inspection fee specified by Fewcents.
3. The Client will promptly provide Fewcents with all information necessary for the performance of this Agreement. The Client will promptly inform Fewcents about any changes of its company

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name, address or bank information. All information provided to Fewcents under this contract will be accurate and complete.

4. The Client represents and warrants that (i) Materials are provided in accordance with any contracts entered into Users; and (ii) any Materials comply with all requirements of applicable laws. The Client acknowledges sole and exclusive responsibility for such compliance.
5. The Client will review all payments issued to it by the Payment Service Provider without undue delay and will raise any objections without undue delay, but no later than four (4) weeks after the respective day of payment of an invoiced amount. Any objections to settlements not raised within such four-week period are waived by Client.
6. The Client will promptly respond to any requests or complaints of Users in connection with any Materials or other services offered in connection with Fewcents. Upon request by a User, the Client will inform the User that its invoicing is carried out by the Fewcents Service using the specific Payment Service Provider for such invoice.
7. By way of a separate agreement or guidelines, if requested by Fewcents or Client, the Client will grant (or, to the extent that the Client does not request such a separate agreement or instrument, hereby grants) Fewcents a non-exclusive right to use during the term of this Agreement, trademarks owned and/or controlled by Client (hereinafter, "Client's Trademarks"). Fewcents may use the Client's Trademarks for the Fewcents Service in unmodified form in accordance with the agreed conditions in the applicable separate agreement, guidelines or this Agreement.

## 5. Intellectual Property Rights

1. Absent other express arrangements in this Agreement, Fewcents or its licensors exclusively own the Fewcents Intellectual Property in the Fewcents Service and Documentation. Client is only granted a right to use such Fewcents Intellectual Property as explicitly provided by this Agreement or other agreements with Fewcents. Fewcents reserves all rights in and to the Fewcents Intellectual Property.
2. Client owns or has rights to distribute any Materials, and has the right to use its associated other intellectual property including, but not limited to its trademarks.

## 6. Client Obligations to Payment Service Provider

The Payment Service Provider requires in its separate agreement(s) with Fewcents that Fewcents include in its agreement with Clients, i.e., this Agreement, certain obligations that the Client will have to Payment Service Provider with respect to processing and providing payment to Client for invoiced amounts. Client will comply with all requirements of the Payment Service Provider, including those set forth in Exhibit A, Client Obligations to Payment Service Provider, attached hereto.

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## 7. Reimbursement of Expenses

1. The Client will reimburse any expenses or payments made by Fewcents to third parties including, but not limited to, all Losses of third parties against Fewcents in connection with the Materials offered or distributed by the Client including, but not limited to, in regard to illegal or counterfeit Materials.
2. For certain optional Fewcents services that may involve recurring fees paid by Client to Fewcents, Fewcents will include all such payment obligations in monthly invoices. Invoiced amounts are due for payment by Client immediately upon receipt of the monthly invoice. Fewcents is entitled to collect any invoiced amount from a Client-provided bank, or other financial institution, account by direct debit after ten (10) business days following the issuance of the monthly invoice, unless the Client has given Fewcents a direct debit authorization.

## 8. Liability

1. Fewcents' sole obligation to Client is to provide Client's Payment Claims to the Payment Service Provider. Fewcents' sole liability to the Client will be in cases of willful misconduct and gross negligence in connection with this obligation. Fewcents will have no other liability to the Client including, but not limited to, satisfaction of any invoiced amount by Client. Further, Fewcents uses a third-party vendor for the determination of sales, use or other tax owed by Client to respective tax authorities. Fewcents hereby disclaims any liability that may arise for Client from a tax authority or otherwise, based on the determination, collection and payment of any applicable sales or other taxes. Client will defend, at its expense, a third-party action, suit or proceeding against Fewcents ("Tax Claim") to the extent such Tax Claim is based upon an allegation that tax collection arranged by Fewcents on behalf of Client is erroneous or deficient in any manner.
2. Fewcents is not liable for any damages that the Client may incur due to interruptions of internet access, force majeure or other events for which Fewcents is not responsible.
3. Fewcents makes no warranties express or implied with respect to the Fewcents Service, API or Documentation. Specifically, all implied warranties are disclaimed, including any warranties of merchantability, fitness for a particular purpose, use, or non-infringement. No one is authorized to make any warranty on Fewcents' behalf, and Client may not rely on any statement of warranty.
4. NEITHER THE CLIENT NOR FEWCENTS SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR DAMAGES RELATED TO THE LOSS OF DATA, PROFIT OR REVENUE OR THE INTERRUPTION OF ACTIVITIES OR ANY OTHER FINANCIAL LOSS.

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5. In no event will Fewcents' liability to Client for any claim arising under this Agreement exceed the fees actually received for transactions conducted for Client via Fewcents over the prior twelve (12) months from the date of notice of any claim or claims by Client to Fewcents.

## 9. Infringement Indemnification

Client will defend, at its expense, indemnify and hold harmless Fewcents and its owners, directors, employees, contractors and representatives from losses arising out of a third-party allegation, action, suit or proceeding ("Infringement Claim") claiming that Materials sold to a User or otherwise made available by Client infringe any patent, trademark or copyright or any other intellectual property right of a third party.

## 10. Term; Termination

1. This Agreement will remain in force until otherwise agreed between the parties or terminated in accordance with this Section 10. The Client may terminate this Agreement in the event of a material breach by Fewcents immediately after a fourteen-day cure period. Fewcents may terminate this Agreement for convenience at any time upon written notice to Client. Client may terminate this Agreement for convenience upon two (2) months' written notice to Fewcents.
2. In order to terminate this Agreement, a party will provide written notice of such termination to the other party. Written notice may include electronic mail.
3. Upon termination, Fewcents will terminate Client's access to the Fewcents Service and to Client's data stored by Fewcents. Client's obligation to pay previously-agreed fees in accordance with this Agreement will survive such termination by Fewcents. Fewcents, in its sole discretion, may refund unprocessed payments to User.
4. Fewcents reserves all of its claims and rights against Client in addition to termination or deletion of relevant data.

## 11. Confidentiality, Data Protection

1. The parties mutually commit to maintain complete confidentiality regarding all business processes and other confidential information of the other party that become known to such party in the performance of this Agreement. The parties will obtain corresponding confidentiality commitments from their employees and representatives, and each party will be responsible for any breach of this Section 11(1) caused by its employees and representatives.
2. Client will comply with all applicable data protection laws and regulations in relation to Users.
3. The scope of the data transmitted will, in each case, depend upon the scope of statutory permission or the User's consent.

4. Fewcents will obtain consent from Users at its own discretion with regard to User information that may be disclosed to Client. Fewcents may request updated consents and/or update its Privacy Policy at its own discretion. The Client has no right to require Fewcents to revise any terms or conditions, or other content of Fewcents' Privacy Policy.
5. Client understands that Fewcents will generally not share any User information (including, but not limited to, User's identity or billing address), but for the User's billing address and any Materials purchased or accessed for the sole purpose of determining sales tax, if any ("Sales Tax Information"). Client is strictly prohibited from using such Sales Tax Information for any other purpose. Notwithstanding the foregoing, Fewcents, in addition to the Sales Tax Information, may provide Client with certain User information (i) as required by regulation, and (ii) in Fewcents' sole and exclusive discretion and to the extent that consent is provided by the Users. The Client will be liable for any and all damages in the event that it breaches its obligations under this Agreement with regard to Users' PII, or when otherwise using PII originating from Fewcents.
6. Fewcents may supply all or a portion of the Fewcents Service from within Singapore or elsewhere as applicable law permits using its own or third party computer systems.
7. The contents and terms of this Agreement are confidential to the parties. Neither party may publish or disclose to any third party any terms or conditions of this Agreement without prior written consent of the other party.

## 12. Miscellaneous

1. Any amendments to the terms and conditions of this Agreement by Fewcents will become effective no sooner than fourteen (14) days after posting. The Client may terminate this Agreement by written notice to Fewcents to the extent that Client has objected to all or part of an amendment to this Agreement for which resolution cannot be reached by the parties and prior to the proposed effective date of such amendment.
2. Any communication between the parties in connection with the performance of this contract will be sent to the designated contact person of the other party.
3. This Agreement will be construed, and the rights and obligations of the parties determined, exclusively in accordance with the substantive law of Singapore, excluding its choice-of-law provisions. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract will be in the courts of Singapore.
4. Amendments or addendums to this Agreement, including the appendices, will be in writing, including email, excluding means of telecommunication. This also applies to a waiver of this requirement.
5. In the event that any sections of this Agreement, including the appendices, are determined to be unenforceable, such determination will not affect the remaining sections of the Agreement. The

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parties hereby agree that to the extent possible, if any section of this Agreement is determined to be unenforceable, such section will be canceled and replaced with terms and conditions that are enforceable and which come as close as possible to the economic intent of the parties.

6. Any failure by any party to this Agreement to enforce at any time any term or condition under this Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.
7. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, made with respect to the subject matter hereof.

## 13. Definitions

In this Agreement, the following terms will have the following meanings.

**“Agreement”** means these Terms and Conditions of Fewcents for Clients.

**“API”** means, collectively, the Fewcents application programming interfaces described in the Documentation.

**“Card Association”** means Visa, MasterCard, AMEX, Discover or any other card issuers that provide Cards accepted by agreement with the Payment Service Provider.

**“Client’s Trademarks”** has the meaning ascribed to it in Section 4 of this Agreement.

**“Damages”** has the meaning as ascribed to it in Clause 2 of the Client Obligations to the Payment Service Provider of Exhibit A to this Agreement.

**“Denied Persons List”** means the U.S. Department of Commerce, Bureau of Industry and Security’s Denied Persons List.

**“Device”** means the data processing unit used by a User to initiate Payment Claim via Fewcents. The Device may be, for example, a mobile phone, tablet or other mobile internet connected device, laptop or computer.

**“Digital Content”** means information stored digitally, including, for example, files, illustrations, videos or sheet music, that can either be downloaded over the internet or accessed and viewed directly through a web browser by the User.

**“Documentation”** means the written instructions and specifications regarding the Fewcents Service available at <https://fewcents.co/setup>

**“Embargoed Countries”** means the U.S. Department of Commerce, Bureau of Industry and Security’s specified Embargoed Countries.

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“**Foreign Transaction Fee**” has the meaning ascribed to it in Section 2 of this Agreement.

“**Infringement Claim**” has the meaning ascribed to it in Section 9 of this Agreement.

“**Fewcents Application**” means the software application developed by Fewcents for the purposes described in this Agreement.

“**Fewcents Intellectual Property**” means all intellectual property rights including, but not limited to, patents, trademarks, copyrights, and trade secrets, in and to the Fewcents Service, Fewcents Application, API and Documentation.

“**Fewcents Section**” means the visually separated area on a Client’s webpage bearing the Fewcents logo.

“**Fewcents Service**” means collectively and individually, the Fewcents Application and the API.

“**Loss**” has the meaning ascribed to it in Section 1 of this Agreement.

“**Material(s)**” means materials offered by Client including, but not limited to, Digital Content, products and/or services offered by Client for which payment may be received using the Fewcents Service.

“**Party**” or “**Parties**” means Fewcents and the Client, individually or collectively, as the case may be.

“**Payment Service Provider**” means a payment processor, such as a bank or credit card processor. The current Payment Service Provider providing payment services in connection with the Fewcents Service is specified in Exhibit A or elsewhere in this Agreement.

“**PII**” means the personal identifying information of User(s), including zip or postal code information.

“**Sales Tax Information**” has the meaning ascribed to it in Section 11 of this Agreement.

“**Tax Claim**” has the meaning ascribed to it in Section 8 of this Agreement.

“**User(s)**” means internet user(s) who initiate Payment Claims using the Fewcents Service.

“**User Fee**” means the maximum retail price payable by a User to Fewcents and the Content-For-Purchase Client for the purchase or access to Materials. This fee includes all applicable sales tax and value added tax (VAT) based on the tax laws of Client’s and Fewcents’ respective tax jurisdictions.

## 14. DMCA Policy

1. Fewcents respects the intellectual property rights of others and expects its Clients, Users and partners to do the same. In accordance with the Digital Millennium Copyright Act of 1998,

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available at [www.copyright.gov/legislation/dmca.pdf](http://www.copyright.gov/legislation/dmca.pdf). Fewcents has a practice of responding expeditiously to claims of copyright infringement committed using Fewcents Service if such claims are reported to Fewcents' Designated Copyright Agent identified in the sample Notice below.

2. If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright concerning Materials accessed by Fewcents Service, you may report alleged copyright infringements taking place through Fewcents Service by completing the following DMCA Notice of Alleged Infringement and delivering it to Fewcents' Designated Copyright Agent. Upon receipt of Notice as described below, Fewcents will take whatever action, in its sole discretion, it deems appropriate in order to comply with the DMCA, including terminating access to the challenged Materials and suspending or terminating the associated account.
3. DMCA Notice of Alleged Infringement ("Notice").
  - Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
  - Identify the Materials you claim are infringing (or the subject of infringing activity) and to which access are to be disabled.
  - Provide your mailing address, telephone number, and, if available, email address.
  - Include both of the following statements in the body of the Notice:
    - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
    - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
  - Provide your full legal name and your electronic or physical signature.
  - Deliver this Notice, with all items completed, to Fewcents' Designated Copyright Agent:

Copyright Agent  
Monetise Pte. Ltd.  
700 Lor 1 Toa Payoh, #10-14, Singapore 319773  
[copyright@fewcents.co](mailto:copyright@fewcents.co)

4. It is Fewcents' policy, in appropriate circumstances, to terminate the accounts of repeat infringers or those repeatedly charged with infringement.

## Exhibit A: Client Obligations to Payment Service Provider

1. The current Payment Service Provider providing payment services in connection with the Fewcents Service is: Rapyd Holdings Pte. Ltd., licenced as a Major Payment Institution by the Monetary Authority of Singapore.

2. The Client understands and hereby agrees that as a condition to using the Fewcents Service and in addition to its rights and obligations under the Terms and Conditions of Fewcents for Clients, it has all of the obligations to Payment Service Provider required by such Payment Service Provider pursuant to contractual obligations flowed down via Fewcents, including the following obligations:
  - I. Adhering to all applicable Card Association regulations.
  - II. If applicable, establishing and posting Client's policy for the exchange or return of Materials and the adjustment for services rendered in accordance with operating regulations of the applicable Card Association's regulations. Client must disclose, if applicable, to a User before a sale is made, that if Materials are returned: (i) no refund, or less than a full refund, will be given, (ii) returned Materials will only be exchanged for similar Materials of comparable value, (iii) only a credit toward purchases will be given, or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, delivery charges, or other non-credit terms). If Client does not make these disclosures, a full refund in the form of a credit to the User must be given.
  - III. Submitting or depositing no transaction to Fewcents or Payment Service Provider for the purpose of obtaining or providing a cash advance either for User or any other party.
  - IV. Preparing and submitting no invoice to Fewcents or Payment Service Provider for duplicate transactions.
  - V. Accepting or submitting no fraudulent transaction to Fewcents or Payment Service Provider; and not under any circumstances presenting for processing or credit, directly or indirectly, a transaction which originated with any other merchant or any other source other than transactions arising from bona fide transactions from Client relating to the Materials or activities for which Client has been approved under this Agreement. If Client breaches its obligations under this Section, Fewcents may: (a) immediately terminate this Agreement, (b) have Payment Service Provider withhold funds and demand an escrow, or (c) report Client to Visa, MasterCard, AMEX and Discover (Client's employees' actions are chargeable to Client under this Agreement).
  - VI. Preparing and submitting no transaction representing the refinancing of an existing User obligation including, but not limited to, obligations: (a) previously owed to Client; (b) relating to a chargeback; or (c) representing the collection of any other pre-existing indebtedness (other than prior transactions by Client not previously included), including collection of delinquent accounts on behalf of third parties.
  - VII. Imposing no requirement on Users to provide any PII or personal information as a condition for the transaction unless such information is required to provide delivery of Materials or the provision of receipts, or Client has reason to believe the identity of the User is different from the party attempting to enter a transaction with the Client. Client will not, under any circumstances, release, sell or otherwise disclose any User PII or other personal information to any person, except as expressly authorized in writing by the User, or as required or permitted by law.
  - VIII. Maintaining appropriate administrative, technical and physical safeguards for all User PII to which Client has access or that is in its possession. Client will maintain all such safeguards applicable to Client in accordance with applicable laws, rules, regulations and guidance.

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- IX. Making no claim against Payment Service Provider nor holding Payment Service Provider liable for the acts or omissions of other merchants, service providers, Card Associations, financial institutions or others that do not have a written contractual relationship with Payment Service Provider or over which Payment Service Provider has no control. These provisions supplement, augment and are in addition to obligations of indemnification, audit, confidentiality and other similar provisions contained in this Agreement.
  - X. This Exhibit A and each of its subsections will survive this Agreement's termination.
  - XI. Complying with and conducting its activities in accordance with all applicable Card Association rules and regulations.
  - XII. Representing and warranting that Client: (a) holds all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (b) there is no action, suit or proceeding at law or in equity now pending or to Client's knowledge, threatened by or against or affecting Client which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (c) each invoice presented by Client to Fewcents for collection is genuine and is not the result of any fraudulent or prohibited transaction, or is not being submitted on behalf of any business other than Client as authorized by this Agreement; (d) each invoice submitted by Client is the result of a bona fide transaction between the Client and the User in the total amount stated on the invoice.
  - XIII. Accepting for chargeback any transaction for which a User disputes the validity of the transaction according to prevailing Card Association regulations, or Fewcents or Payment Service Provider determines that Client has in any way failed to comply with Card Association regulations or Fewcents' or Payment Service Provider's procedures.
  - XIV. Responding and complying with Payment Service Provider's or Fewcents' credit inquiries which it may consider necessary to accept or review acceptance of this Agreement or investigate Client's invoice activities subsequent to acceptance of this Agreement. Such inquiries may include, but are not limited to, a credit and/or criminal check of the business including its proprietor, partners, principal owners or shareholders or officers.
3. Client will defend, indemnify and hold Fewcents and Payment Service Provider and their officers, directors, members, shareholders, partners, employees, agents, subcontractors and representatives harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including attorneys' fees and costs ("Damages"), asserted against or incurred by Fewcents and Payment Service Provider arising out of, relating to or resulting from, either directly or indirectly: (i) the negligence, gross negligence or willful misconduct of Client in the performance of its obligations under this Agreement, including, but not limited to, the data security provisions; (ii) any violation of applicable laws, rules, regulations and guidance and Card Association rules by Client; and (iii) all third party claims arising from the foregoing.
  4. Notwithstanding the preceding, Client is not liable to Fewcents and Payment Service Provider if Damages are caused by, related to or arise out of Fewcents' and Payment Service Provider's gross negligence or willful misconduct, or Fewcents' and Payment Service Provider's breach of this Agreement or agreements between Fewcents and Payment Service Provider. Client will promptly reimburse Fewcents and Payment Service Provider for any assessments, fines, fees or

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penalties imposed by the Card Association in connection with this Agreement and authorizes Fewcents or Payment Service Provider to deduct any such sums from amounts to be cleared and settled with Client.

5. The Client understands and hereby agrees that as a condition to using the Fewcents Service, it will have additional responsibilities to the Payment Service Provider as required by the Payment Service Provider pursuant to contractual obligations imposed on Fewcents in separate agreement(s) between Fewcents and Payment Service Provider, including that Client hereby names Payment Service Provider as a third party beneficiary under this Agreement and accepts and agrees that Payment Service Provider is entitled to enforce all of the rights of Fewcents under this Agreement against Client arising from transactions by Payment Service Provider.
6. Client agrees that: PAYMENT SERVICE PROVIDER, ITS AFFILIATES, ITS OWN SUPPLIERS AND ITS SUBCONTRACTORS OR THEIR MANAGERS, EMPLOYEES AND SUBSIDIARIES CANNOT UNDER ANY CIRCUMSTANCE BE HELD LIABLE TO CLIENT PURSUANT TO THIS AGREEMENT FOR: (I) SPECIAL, INDIRECT OR PUNITIVE DAMAGES, CONTRACTUAL OR TORTIOUS IN NATURE, (II) DAMAGES RELATED TO THE LOSS OF DATA, PROFIT OR REVENUE OR THE INTERRUPTION OF ACTIVITIES OR ANY OTHER FINANCIAL LOSS, EVEN IF PAYMENT SERVICE PROVIDER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; AND (III) ANY DAMAGE OR ANY LOSS OR INJURY TO CLIENT, REGARDLESS OF THE CAUSE AND REGARDLESS OF THE FORM OF THE ACTION UNDERTAKEN, THIS AGREEMENT, AND OR ANY AGREEMENT BETWEEN FEWCENTS AND PAYMENT SERVICE PROVIDER, AND THAT WILL HOLD PAYMENT SERVICE PROVIDER LIABLE FOR A TOTAL AMOUNT EXCEEDING THE VALUE OF THE FEES PAID UNDER THE AGREEMENT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.
7. Neither Payment Service Provider, nor its affiliates, suppliers and its subcontractors will be held liable for the Client's or Users' actions that might cause damages or losses. More precisely and without in any way limiting the scope of the foregoing but subject to a fault attributable to Payment Service Provider or its suppliers, Client assumes all liability related to the Client's services, the Client, and releases Payment Service Provider from any liability. Client will defend and indemnify Payment Service Provider and Fewcents, their affiliates, respective directors, officers, employees, and agents harmless from any and all actions, proceedings, claims, demands, losses, debts, costs and expenses (including reasonable legal fees and expenses) that may be brought against or suffered by Payment Service Provider or Fewcents or that such entities may sustain, pay or incur, that are attributable to: (i) Client's misuse of the services; and (ii) any liability claim by Client and/or a User or any third party claim related in any way to Client's services or this Agreement.

**Last Updated:** June 29, 2020