

APTEAN PAY TERMS OF SERVICE

These Aptean Pay Terms of Service apply to Customer's access to and use of the Aptean Pay payment processing services including but not limited Software, the website, programs, Documentation, applications, tools, internet-based services and component, hosted by or on behalf of Licensor and provided to Customer by Licensor pursuant to the terms set forth in this Exhibit (the "Aptean Pay Services").

In this Exhibit, "we" ,"us" and "our" refer to Licensor and its affiliates, subsidiaries, successors, and assigns, and Customer or "you" refers to the user and licensee of the Aptean Pay Services that accepts and agrees to the terms set forth herein.

Licensor provides the Aptean Pay Services through integration with the WePay, Inc. ("WePay") payment processing services. WePay is a third-party payment processor. In order for you to use WePay's payment processing services, you must register directly with Licensor as a "Merchant". WePay provides payment processing services via Licensor to facilitate receipt by you of payments by card and bank transfer (as applicable). These transactions are solely between you and persons who pay them ("Purchasers"). The WePay Terms of Service explain that process and are available here: <https://go.wepay.com/terms-of-service-us> and are incorporated herein by reference. The WePay Privacy Policy is available also here: <https://go.wepay.com/privacy-policy>. By accepting these Aptean Pay Terms of Service, you expressly agree that you have also reviewed and accepted the WePay Terms of Service and WePay Privacy Policy for the country in which you are located.

1. Account Registration

To register for Aptean Pay Services, you shall provide information, including email address and a self-selected password, in order to create an account ("Account").

A. Eligibility

Licensor allows businesses (including sole proprietorships), to register for Aptean Pay if they are located in one of the 50 United States, the District of Columbia, or Canada except that non-profit and government organizations, residents of Puerto Rico, U.S. territories (such as Guam), and U.S. military bases are not supported. The business must be either a United States or Canadian citizen, a legal permanent resident of the United States or Canada, or a United States or Canadian business having a physical presence in the United States or Canada and authorized to conduct business by the state in which it operates. A user who opens an Account must be eighteen (18) years of age or older. You may open an Account for a business only if it is legitimate and you have the authority to enter into this Agreement on its behalf. Your acceptance of this Agreement constitutes acceptance by the business or nonprofit organization.

USA PATRIOT ACT: To help prevent the funding of terrorism and money laundering activities, Federal law and internal policies require us to obtain, verify, and record information that identifies each person who opens an account. In order to comply with these requirements, we will ask for your business name, physical address, and government identification number in order to verify your identity.

B. Verification of Merchant information

Licensor may ask you for additional information to identify each person that opens an Account, such as street address, telephone number, tax identification number (such as

Social Security Number), date of birth and beneficial ownership information (where applicable). You agree to provide supplemental documentation upon request (including but not limited to: articles of incorporation, passports, driver's license or a business license). You agree that the identity information provided is complete and accurate to the best of your knowledge and authorize Licensor to share identity information with WePay. You further authorize Licensor, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third party databases). You specifically authorize Licensor to obtain your business credit reports from time to time and use them in connection with establishing and maintaining your Account. You agree to promptly notify Licensor if there are any significant changes to the nature of your business (including changes to any trade name(s)), product lines or services or in the event any person or entity acquires any beneficial ownership interest in you which is twenty-five percent (25%) or more.

2. How it Works

Neither Licensor, We Pay, nor Chase Manhattan or its subsidiary or affiliate, is a party to the transactions between you and your Purchasers.

- A. For payments by card, WePay initiates the payment process by providing information to Paymentech, LLC, a Delaware limited liability company ("Paymentech"). Paymentech is a subsidiary of Chase which is a member of Visa U.S.A., Inc., Visa International ("Visa"), Mastercard International Incorporated ("MasterCard"), American Express Travel Related Services Company Inc. ("American Express"), or other payment card networks, associations, or companies (collectively, the "Card Networks"). Paymentech in its capacity as an authorized processor of transactions and Chase in its capacity as a member of several Card Networks are referred to collectively as the "Bank". WePay shall pay, or cause the Bank to pay, you under both (a) the provisions of this Agreement, and (b) the by-laws, operating regulations and all other rules, policies and procedures of the Card Networks as in effect from time to time (the "Card Network Rules"), that make WePay responsible for instructing settlement with you as a merchant. For payments by bank transfer, WePay initiates the payment process by providing information to Chase through the National Automated Clearing House ("ACH") in accordance with all applicable laws, regulations and The Electronic Payments Association Operating Rules and Guidelines ("ACH Rules"), each as in effect from time to time.
- B. The Aptean Pay Service supports most domestic credit, debit, prepaid or gift cards with a Visa, MasterCard, American Express ("Card Networks"). Licensor may add or remove support for certain payment cards at any time without prior notice. Licensor may elect only to process cards that receive an authorization from the applicable issuer. You agree to accept all of the cards issued by Card Networks that the Aptean Pay Service supports in accordance with the terms of this Agreement. The Aptean Pay Service also supports payments via ACH but only from U.S.-based Purchasers with a U.S. bank account to U.S.-based merchants, if supported by Licensor. The Aptean Pay Service supports payments via Chase Pay to merchants in the U.S., if supported by Licensor. The [Chase Pay through Platform Provider Merchant Terms & Conditions](#) apply, and Merchant agrees to be bound by them
- C. To enable payment, you must provide accurate and complete information to WePay via Licensor. Specifically, when you register, you must demonstrate that you can receive email at the email address you provide. If you do not confirm your email address, then (a) fourteen (14) days after you accept your first payment, or \$100,000 USD, whichever comes first, you will not be able to accept additional payments, and (b) thirty (30) days

after you accept your first payment, the Bank will refund to your Purchasers all of the payments you have accepted. In addition, in order to settle the payments you have accepted to your bank account or other payment instrument, you must provide to Licensor identity and settlement information (such as your bank account details). If you do not provide identity and settlement information, then (a) thirty (30) days after you accept your first payment, you will not be able to accept additional payments, and (b) unless you provide identity and settlement information promptly, the Bank will refund to your Purchasers all of the payments you have accepted. Finally, if at any time Licensor is unable to verify that the identity information you provided is correct and up-to-date then, unless you provide verifiable information promptly, (a) WePay will disable your Account so that you cannot accept additional payments, and (b) the Bank will refund to your Purchasers all of the payments that you have accepted but not settled. Neither the Bank, WePay nor Licensor have any liability to you for your inability to accept payments or for refunds pursuant to this paragraph.

- D. Neither WePay nor Licensor is a party to any contract between you and a Purchaser and you are solely responsible for choosing Purchasers and negotiating the terms of your relationship with any Purchaser. Neither WePay nor Licensor will have any liability for nonpayment by a Purchaser. Either Licensor or WePay may decline to process transactions that are too large in dollar amount or exceed other risk parameters.

3. Aptean Pay's Merchant Fees

The fees that Licensor charges merchants are set forth in the Fee Disclosure found in your Account Information page on the Merchant Portal. The Fee Disclosure is incorporated into this Agreement by this reference.

4. Electronic Signature Disclosure and Consent

Electronic Delivery

By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that Licensor provides in connection with your Account and your use of the Aptean Pay Service. Communications include but are not limited to:

- agreements and policies, such as this Agreement and our Privacy Policy, including updates thereto;
- annual disclosures;
- transaction receipts or confirmations;
- communication in relation to delinquent accounts (which may also be by phone, and may be made by Licensor or by anyone on its behalf, including a third party collection agent);
- Account statements and history; and
- federal and state tax statements (we may, but are not obligated to, send tax-related information electronically).

Licensor will provide these Communications to you by emailing them to you at the primary email address listed in your Account registration, by texting them to you at the primary telephone number listed in your Account registration, by emailing or texting you a link or instructions how to access them on a website, or (if permitted by law) by posting them on the WePay website (www.wepay.com) and our website. Licensor or WePay may also provide certain Communications (such as federal and state tax statements) by U.S. mail to the street address listed in your Account registration. Communications are considered received by you within 24 hours of the time they are emailed to you, posted to the website, or mailed to you.

You further agree that your electronic signature has the same effect as your manual, physical signature. If you withdraw your consent to receive Communications electronically, Licensor may deny your registration for an Account, restrict or close your Account, or charge you additional fees for paper copies.

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication previously sent to you, you may request a copy within 180 days of the date the Communication was provided to you by contacting Customer Support as described above. You understand and agree that Licensor may charge you an exceptions fee for each paper copy of a Communication.

5. **Hardware and Software Requirements**

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- a computer or mobile device with an Internet or mobile connection;
- for desktop website-based Communications, a modern web browser that includes 256-bit encryption, such as the current version of Chrome (www.google.com/chrome), Internet Explorer (www.microsoft.com/edge), Mozilla Firefox (www.mozilla.com), or Apple Safari (www.apple.com/safari);
- access to your primary email address registered with Licensor; and
- sufficient storage space to save past Communications or an installed printer to print them.

By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. It is important for you to retain copies of Communications because they may not be accessible in your Account at a later date.

6. **Updating Your Contact Information**

It is your responsibility to keep your primary email and street address up to date. You understand and agree that if Licensor sends you a Communication but you do not receive it because your primary email or street address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Licensor will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Licensor to your email address book so that you will be able to receive the Communications Licensor sends to you.

If your email address becomes invalid such that electronic Communications sent to you by Licensor are returned, then Licensor may close your Account, and you will not be able to transact any activity using your Account until we receive a valid, functioning primary email address from you.

7. **Prohibited Activities**

You may not use the Aptean Pay Service for:

Impersonating any person or entity or falsely claiming an affiliation with any person or entity;

Collecting, or attempting to collect, personal information about users or third parties without their consent, or using such information except as necessary to use the Aptean Pay Service;

Defaming, harassing, abusing, threatening, or defrauding others;

Posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy);

Damaging, disabling, overburdening, or impairing Licensor, including without limitation, using the Aptean Pay Service in an automated manner;

Interfering with another user's enjoyment of the Aptean Pay Service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code;

Creating an Account that is linked to another Account that has engaged in any of the foregoing activities. Licensor may use evidence other than your Account information to determine whether you control an Account in someone else's name, including but not limited to Internet Protocol addresses, common business names, phone numbers, and mailing addresses.

Any restrictions set forth in the WePay Terms of Service.

If Licensor determines that you have received funds resulting from fraud or a prohibited activity, those funds may be frozen, returned to the Purchaser, or seized.

In addition, if Licensor reasonably suspects that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, your access to the Aptean Pay Service, and any of your transactions with law enforcement.

8. Your ACH Payment Authorization

If you Merchant or a Purchaser are paying by bank transfer, you authorize Licensor and the Bank to initiate electronic ACH debit, if applicable, and credit entries to each bank account that you set up on the Website and to initiate adjustments for any transactions credited or debited in error. You agree to be bound by the ACH Rules and you agree that all ACH transactions that you initiate will comply with all applicable laws and this Agreement. Your authorization will remain in full force and effect until you notify us that you revoke it by contacting Customer Support or by closing your Account. You understand that Licensor requires a reasonable time to act on your revocation, not to exceed five (5) business days.

9. Reserve

At any time and from time to time, Licensor or WePay may instruct the Bank to temporarily suspend or delay payments to you and/or require a "Reserve" (defined following) to protect Licensor, WePay and the Bank against the risks from you using the Aptena Pay Service, including chargebacks, refunds, and Payment Network Liabilities. A "Reserve" is funds the Bank may withhold from you or require you to pay or obtain from any bank account or other funding source associated with any Account you hold with Licensor and which the Bank maintains to protect Licensor and the Bank against a risk that we or the Bank reasonably anticipate. Licensor or WePay will notify you of the amount of any required Reserve, which we, WePay and the Bank will determine in good faith. The Bank will hold and control any required Reserve. The Reserve will not bear interest, and the Bank can commingle the Reserve with other funds. You have no interest in any Reserve other than a contingent right to receive any unused funds. Licensor may periodically instruct the Bank to increase your required Reserve, or return Reserve funds no longer needed to manage your risk. When we and the Bank decide a Reserve is no longer needed, the Bank will return all unused Reserve

funds to you. The right to require a Reserve will survive termination of this Agreement. This means that this Section 13 will remain in force even if you or we terminate the Agreement.

10. Support, Maintenance, Availability, and Training

- A. We may need to carry out routine or urgent maintenance for the Apteau Pay Services from time to time. We will use commercially reasonable efforts to inform you of any downtime that we anticipate will affect the Apteau Pay Services and to restore the Apteau Pay Services as soon as reasonably practicable; provided, however, that we will not be liable if any or all of the Apteau Pay Services is unavailable at any time or for a period of time for any reason.
- B. Licensor will send out an email with the details of the successful transaction with a payment reference number to the Purchaser and the successful payment status will be confirmed and displayed in our Merchant portal
- C. You acknowledge and agrees that Licensor: (a) is not a financial institution and does not provide banking or payment processing services; (b) is not a party to the payment transactions performed by you and Purchasers using the Apteau Pay Service; (c) does not hold or transmit any funds belonging to you or Purchasers; (d) is not liable for delays in delivery of Purchasers' payments for any reason, including, but not limited to, as a result of the actions or inactions any banks, processors, card networks, or other third parties; (e) is not liable for any Purchasers' payments that are not completed because: (i) a Purchaser's payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit or overdraft protection of Purchaser's payment account; (ii) a Purchaser has not provided us with correct or updated payment account information; or (iii) a Purchaser's payment account has expired.
- D. The amount of a payment may be charged back to you if (a) it is disputed by a Purchaser, (b) it is reversed for any reason, (c) it was not authorized or we have any reason to believe that the transaction was not authorized, or (d) it is unlawful, suspicious, or in violation of the terms of this Agreement. You are responsible for all chargebacks, whether or not the chargeback complies with the Card Network Rules. You are also responsible if a Purchaser reverses a payment by bank transfer, whether or not the reversal complies with the ACH Rules. We will use commercially reasonable efforts to assist Merchant in disputing and resolving any chargebacks or reversals of Purchasers' payments.

11. Cardholder Data Security

"Cardholder Data" is information associated with a payment card, such as account number, expiration date, and CVV2. Licensor will require WePay to comply with the Payment Card Industry Data Security Standards ("PCI DSS") to the extent WePay possesses or otherwise stores, processes, or transmits Cardholder Data on your behalf.

If you handle, transmit, or store any Cardholder Data in connection with your use of the Apteau Pay Service or the Apteau Pay API, you agree to comply at all times with PCI DSS. Further, you agree to certify such compliance and provide documentation in accordance with Card Network Rules, or when asked by Licensor to do so. You also agree that you will use only PCI DSS compliant service providers in connection with the storage, processing, or transmission of Cardholder Data.

You are fully responsible for the security of data (including but not limited to Cardholder Data) on your website, in your invoice or otherwise in your possession or control and Licensor and WePay will not be liable for the security of any such data including information contained within your invoices. You will need to provide adequate security such as password protecting

any invoice that may have sensitive information. You agree to comply with all applicable laws, Card Network Rules and ACH Rules in connection with your collection, security and dissemination of any personal, financial, or transaction information.

12. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld, in connection with your use of the Aptean Pay Service. You are solely responsible for collecting, withholding, reporting and remitting any taxes to the appropriate tax authority. Licensor is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report or remit any taxes to any tax authority arising from your use of the Aptean Pay Service.

13. Customer Service Provided by Merchants

You are solely responsible for all customer service issues relating to your goods or services, including pricing, order fulfillment, order cancellation by you or the Purchaser, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from Licensor.

14. Refunds and Returns

You agree to process returns of, and provide refunds and adjustments for goods or services through your Account in accordance with this Agreement, the Card Network Rules and the ACH Rules. The Card Network Rules require that you will (a) maintain a fair return, cancellation or adjustment policy, (b) disclose your return or cancellation policy to Purchasers at the time of purchase, (c) not give cash refunds to a Purchaser in connection with a payment card sale, unless required by law, and (d) not accept cash or any other item of value for preparing a payment card sale refund. Your refund policies must be the same for all payment methods. If your Purchaser is dissatisfied with your refund policy, the Purchaser may chargeback the payment.

15. How Licensor Handle Chargebacks

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Aptean Pay Service. To that end, you permit us to share information about a chargeback or reversal with the Purchaser, the Purchaser's financial institution, and your financial institution in order to investigate and/or mediate a chargeback or reversal. We will request necessary information from you to contest the chargeback or reversal.

You acknowledge that your failure to assist us and the Platform in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) days of a request, may result in an irreversible chargeback or reversal. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating chargeback and reversal disputes.

16. Statements and Errors

Licensor will provide a report of activities, including transactions and fees, relating to the Aptean Pay Service ("Statement"), which is available for you to download from on our online Merchant Portal. Licensor is responsible for you relying on balance, transaction or related information that is updated or corrected, or the accuracy or timeliness of information supplied by any third party. You agree that the Statements are sufficient for you to inspect and review activity and to identify errors and unauthorized or altered transactions. You will promptly examine your entire Statement once it is available. You will promptly, and no later than 60

calendar days after the Statement date, reconcile your Statement with your bank statements and other receipts from the same period, and notify Licensor or the Platform of any: (a) unauthorized transactions, including any claims of such activity or requested adjustments, (b) alterations, errors, discrepancies and irregularities, or (c) discrepancies you identify when reconciling with your bank statements and other receipts. If you do not act in the timeframes above, you agree that you cannot: (i) assert you exercised reasonable care and promptness in reviewing your Statement and identifying errors, (ii) be reimbursed for a "Claim" (as defined in Section 26 below) refused as a result, and (iii) make a Claim or otherwise act against us for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act. You should make archival copies of your Statement data regularly. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data, and (b) reconciling all transaction information that is associated with your Account.

The Apteian Pay Service is not a real-time system. You acknowledge that there may be a lag in the information presented depending on when the data was last refreshed and/or the connection status. We make no commitment that the Apteian Pay Service, or the access thereof, will be uninterrupted, available at all times, or error-free.

18. Purchaser Data

You acknowledge and agree that in the course of providing the Apteian Pay Services, Licensor will capture certain transaction and user information (collectively, the "Purchaser Data"). We do not own Purchaser Data. You have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all the Purchaser Data, and We shall not be responsible or liable for: (i) damages resulting from our reliance on such Purchaser Data and/or (ii) the deletion, correction, destruction, damage, or loss of any data that result from Merchant's actions. We are not responsible for restoring lost data or damage to Purchaser's data that results from Merchant's actions. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of the Apteian Pay Services with regard to (i) the purpose for which such third party's personal data has been collected (ii) the intended recipients or categories of recipient of the third party's personal data and (iii) the Purchaser Data does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity. We have the right (but not the obligation) to review any Purchaser Data and delete any Purchaser Data that in the sole judgment of us violates this Agreement, is prohibited content, is illegal, violates the rights, harms, or threatens the safety of any user or any other person, or creates liability for us, our suppliers, or any user on five (5) days' written notice to Purchaser specifying the alleged default or violation. We reserves the right (but has no obligation) to investigate and take action in its sole discretion against Purchaser if Purchaser violates this provision or any other provision of this Agreement, including without limitation, removing Purchaser Data from the Apteian Pay Service, terminating the Agreement, reporting Purchaser to law enforcement authorities, and taking legal action against Purchaser .

19. Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

If you discover a security-related issue, including any unauthorized use of your access credentials or Account, you will inform us of the issue immediately by contacting the Apteian

Security Team at security @aptean.com and snehalkumar.kamble@aptean.com. You also agree not to disclose the issue until WePay and Licensor have addressed it unless otherwise required by law.

20. Your Right to Terminate

You may terminate this Agreement by closing your Account at any time. When you close your Account, any pending transactions will be cancelled.

21. Our Right to Terminate

Licensor may terminate this Agreement and close your Account for any reason or no reason at any time upon notice to you. Licensor may also suspend the Aptean Pay Service and instruct the Bank to suspend access to your Account (including the funds in your Account) if you (a) have violated the terms of Aptean Pay's policies, Licensor's policies, or this Agreement, (b) pose an unacceptable credit or fraud risk, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

22. Effect of Termination

If your Account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Aptean Pay Service, (c) that the license provided under this Agreement shall end, (d) that WePay and Licensor have the right to delete all of your information and Account data in accordance with our record-keeping policies and applicable law, and (e) that neither WePay nor Licensor shall be liable to you or any third party for any of the foregoing actions. Neither WePay nor Licensor will be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of Aptean Pay Service. Any termination of this Agreement does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us or the Platform as provided in this Agreement. After termination of this Agreement, you continue to be liable for all chargebacks, refunds, fees, Payment Network Liabilities, and adjustment resulting from or relating to transactions processed pursuant to this Agreement. If you submit transactions to us after the date of termination, we may, but are not required to, process such transactions. All transactions we process will be in accordance with and subject to all the terms of this Agreement. This Section 28 will survive termination of this Agreement.

23. Our Intellectual Property Rights

We grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Aptean Pay Service solely to accept and receive payments and to manage the funds you so receive.

Except as stated herein, Merchant shall use the Aptean Pay Service solely for Merchant's internal business purposes, in compliance with applicable law, and shall not: (i) sublicense, lease, or otherwise make the Aptean Pay Service or Software available to any unauthorized third party; (ii) send or store infringing, unlawful, defamatory or libelous material; (iii) send or store any Malicious Code; (iv) access the Aptean Pay Service by any means other than the Login or otherwise attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Aptean Pay Service or the data contained therein; (v) modify, copy or create derivative works based on the Aptean Pay Service; (vi) reverse engineer the Aptean Pay Service or Software; (vii) access the Aptean Pay Service or Software for the purpose of building, selling, marketing or otherwise, a competitive product or service or copying the Software or Aptean Pay Service's features or user interface; or (viii) remove the copyright, trademark, or any other proprietary rights or notices included within the Aptean Pay Service

or Software and on and in any documentation or training materials. You shall not make any attempt to overwhelm the server resources of the Apteau Pay Service or otherwise induce a denial-of-service attack on the Apteau Pay Service through some combination of search requests.

24. Your Representations and Warranties

You represent and warrant to us that: (a) you are eligible to register and use the Apteau Pay Service and have the right, power, and ability to enter into and perform this Agreement; (b) the name identified by you when you registered is your name or business name under which you sell goods and services; (c) any sales transaction submitted by you will represent a bona fide sale by you; (d) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a Purchaser; (e) you will fulfill all of your obligations to each Purchaser for which you submit a transaction and will resolve any consumer dispute or complaint directly with the Purchaser; (f) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (g) except in the ordinary course of business, no transaction submitted by you through the Apteau Pay Service will represent a sale to any principal, partner, proprietor, or owner of your entity; (h) you will not use the Apteau Pay Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Apteau Pay Service; (i) you shall comply with all applicable privacy and data protection laws in effect from time to time to the extent of applicable to this Agreement and the access and use of the Apteau Pay Service.

25. Waiving Special Damages

A. Licensor shall not be liable for any "Special Damages," defined following, regardless of the form of action and even if advised of a possibility of Special Damages. "Special Damages" means indirect, special, incident, speculative, remote, exemplary, punitive or consequential damages, lost profits, loss of business or goodwill, tax or late payment penalties and damages, including any related to system or equipment issues, access to any online service, service providers, and problems or delays using the Apteau Pay Services.