

AUTHORIZE.NET MOBILE APPLICATION TERMS AND CONDITIONS

The Authorize.Net mobile application, owned or licensed and operated by Authorize.Net LLC ("Authorize.Net", "us", "we" or "our") and/or its third-party providers, allows you or your company ("you", "your", or "Customer") to process card transactions and access payment gateway services and content via Authorize.Net ("Authorize.Net Services") from a mobile device.

PLEASE CAREFULLY READ THESE MOBILE APPLICATION TERMS AND CONDITIONS ("MOBILE AGREEMENT") BEFORE DOWNLOADING, ACCESSING, ACTIVATING, REGISTERING FOR, OR OTHERWISE USING THE AUTHORIZE.NET MOBILE APPLICATION (THE "MOBILE APPLICATION") OR THE AUTHORIZE.NET SERVICES AVAILABLE THROUGH THE MOBILE APPLICATION. BY CLICKING "I AGREE" OR A SIMILAR AFFIRMATION, OR BY USING OR ACCESSING THE AUTHORIZE.NET SERVICES THROUGH THE MOBILE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT USE OF THE MOBILE APPLICATION TO PROCESS TRANSACTIONS VIA YOUR AUTHORIZE.NET PAYMENT GATEWAY ACCOUNT IS GOVERNED BY THE TERMS AND CONDITIONS OF YOUR OR YOUR COMPANY'S AUTHORIZE.NET PAYMENT GATEWAY MERCHANT SERVICE AGREEMENT ("MERCHANT SERVICE AGREEMENT"), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS MOBILE AGREEMENT. IF YOU DO NOT AGREE OR ARE NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS MOBILE AGREEMENT, YOU SHOULD NOT CLICK ON THE "I AGREE" BUTTON AND SHOULD NOT SEEK TO DOWNLOAD OR USE THE MOBILE APPLICATION.

A. Definitions. All capitalized terms used but not defined in this Mobile Agreement shall have the meaning set forth in the Merchant Service Agreement.

For the purpose of this Mobile Agreement, "Equipment" shall mean any hardware, software or networks associated with bringing you the Mobile Application, including, but not limited to, your mobile device. Unless explicitly stated otherwise, any new features or services that augment or enhance the Mobile Application in the future shall be considered part of the Mobile Application and subject to this Mobile Agreement. We reserve the right at any time and from time to time to interrupt, restrict, modify, suspend, discontinue, temporarily or permanently, the Mobile Application (or any portion thereof), with or without notice to you, and you agree that Authorize.Net shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Mobile Application.

B. Scope of License. You understand and agree that the Mobile Application is licensed, not sold, to you for use only as expressly permitted in this Mobile Agreement. We reserve all rights not expressly granted to you. This license is limited to a non-exclusive, non-transferable license to use the Mobile Application on the applicable mobile device that you own or control only as necessary to perform hereunder and for no other purposes, and in accordance with the usage rules set forth in the Apple Inc. ("Apple") "App Store Terms of Service" (<http://www.apple.com/legal/itunes/us/terms.html#APPS>) and the rules of any other application service provider, as applicable. This license is between Authorize.Net and you (and not Apple) and is effective until terminated by Authorize.Net or by you. Authorize.Net is responsible for the Mobile Application and the content therein, not Apple. This license does not allow you to use the Mobile Application on a device that you do not own or control, and you may not distribute or make the Mobile Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Mobile Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile Application, any updates, or any part thereof. Authorize.Net is solely responsible for providing any maintenance and support services with respect to the Mobile Application; you acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Mobile Application.

C. Privacy, Data Security and Data Retention. The Mobile Application is subject to the Authorize.Net Privacy Policy available at <http://www.authorize.net/company/privacy/>. The Privacy Policy discloses how

Authorize.Net collects, uses and shares information it collects in the course of providing Authorize.Net Services.

The Mobile Application provides limited reports and records of Transactions submitted to and processed through the Mobile Application. However, you are solely responsible for compiling and retaining permanent records of all Transactions and consumer data for your reference. Authorize.Net has no obligation to store, retain, report or otherwise provide any copies of or access to any records of Transactions or consumer data submitted to or processed through the Mobile Application, and Authorize.Net shall have no liability in connection with the foregoing.

The Mobile Application requires Customer to collect and pass consumer credit card account numbers and expiration dates, card security codes, and zip codes. The Mobile Application may also be configured to collect certain other personally identifiable information, including, without limitation, consumer name, address, telephone number, or email address, for purposes of shipping, fraud prevention and receipt delivery. Customer acknowledges and agrees to comply with all applicable laws, policies, rules and regulations governing the security, privacy, collection, retention and use by Customer of any and all cardholder information. Customer must not use, disclose, sell or disseminate any cardholder information obtained in connection with a card Transaction except as necessary to fulfill a Transaction, manage consumer support and as necessary to comply with court or governmental agency request, subpoena or order.

D. Eligibility/Installation. The Mobile Application is intended for and available to individuals (i) who are of legal age of majority in their jurisdiction of residence (and at least 18 years of age); (ii) who own or have a compatible mobile device, and (iii) who have a current valid payment gateway account with Authorize.Net and who have executed the Merchant Service Agreement. You agree as follows:

1. **Installation.** You may install the Mobile Application on your compatible mobile device by following the installation instructions available from the App Store (or other application service provider, as applicable). After installation, in order to access and use the Mobile Application, you must log into your current payment gateway merchant account.
2. **Limitations on Use.** Your use of the Mobile Application shall be restricted to a single merchant acquiring bank account and you shall not submit payment data to Authorize.Net or otherwise process orders on or through the Mobile Application on behalf of any other entity or individual. Any attempt by you to use the Mobile Application for more than one merchant acquiring bank account or on behalf of another entity or individual may result in an obligation to pay Authorize.Net additional fees and charges and/or Authorize.Net's revocation of your rights to use the Mobile Application and termination of this Mobile Agreement.
3. **Unauthorized Use.** You are responsible for your use of the Mobile Application in compliance with this Mobile Agreement and all applicable law and regulation. You acknowledge and agree that any use of the Mobile Application occurring through your installed Mobile Application shall be deemed to be your actions and that Authorize.Net shall be entitled to rely on information it receives from you and may assume that all such information was transmitted by or on behalf of you. You are solely responsible for maintaining the security and control of the installed Mobile Application on your mobile device, including your payment gateway account ID and password.
4. **Uninstalling the Mobile Application.** Please note that uninstalling the Mobile Application will terminate your license to access and use your payment gateway account via the Mobile Application. To uninstall the Mobile Application from your mobile device, follow the directions within the instruction guide for your mobile device.

E. Restrictions on Use of this Mobile Application. As a condition of using this Mobile Application, you agree that you may not and will not:

1. copy, download, distribute, modify, publish, sell, license, use, reuse, or create derivative works of the Mobile Application or any of the content or other material within the Mobile Application, including without limitation, the Authorize.Net Marks set forth in Appendix A - Trademarks to the Merchant Service Agreement, except solely to use the Mobile Application in accordance with its instructions;
2. access or use this Mobile Application in any way that could or is intended to damage or impair the operation of this Mobile Application, or any content of or material displayed in this Mobile Application, or any server or network underlying this Mobile Application, or interferes with anyone else's use and enjoyment of this Mobile Application;
3. access or attempt to access any data, information, system, or servers on which this Mobile Application is hosted or modify or alter this Mobile Application in any way;
4. use the Mobile Application for any commercial or unlawful purpose, or in violation of any third party rights; or
5. use the Mobile Application for any other prohibited activities set forth in Appendix B – Prohibited Activities of the Merchant Service Agreement.

Authorize.Net reserves the right to suspend or terminate, with or without notice to you, your ability to use the Mobile Application if you are found to be in violation of this Mobile Agreement.

E. Fees and Data/Message Costs. All payments processed on or through the Mobile Application are subject to the Authorize.Net Service fees set forth in your Merchant Service Agreement (including the Fee Schedule located in the Merchant Interface) and any applicable taxes. However, standard data (and text, if applicable) rates apply for data (and messages, if applicable) sent from and received by your mobile device as determined by your wireless provider and you are solely responsible for such charges and any other charges from your wireless provider.

F. Mobile Application Warranty. Authorize.Net represents and warrants that, except as otherwise set forth herein (including, without limitation, under the section "Availability/Interruption" of this Agreement this Mobile Agreement), the Authorize.Net Services provided to you through the Application will conform with the Authorize.Net warranties set forth in the Merchant Service Agreement.

G. DISCLAIMER. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE MOBILE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MOBILE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE MOBILE APPLICATION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITATION THEREOF, WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE MOBILE APPLICATION THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE MOBILE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MOBILE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE MOBILE APPLICATION WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AUTHORIZE.NET OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE MOBILE APPLICATION PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WITHOUT LIMITING THE FOREGOING, WE FURTHER DISCLAIM ANY WARRANTIES THAT THE MOBILE APPLICATION IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE MOBILE APPLICATION IS AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE AND/OR ANY DATA LOSS THAT MAY RESULT FROM YOUR USE OF THE MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION, DAMAGE RESULTING FROM COMPUTER VIRUSES. IN THE EVENT OF ANY FAILURE OF THE MOBILE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, THE

CONSUMER MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE (IF ANY) FOR THE MOBILE APPLICATION TO THAT CONSUMER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE AUTHORIZE.NET'S RESPONSIBILITY (IF NOT EFFECTIVELY DISCLAIMED). PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

H. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR ANY AND ALL CHARGES, COSTS AND/OR EXPENSES FOR USE OF THE MOBILE APPLICATION. TO THE EXTENT NOT PROHIBITED BY LAW, NEITHER AUTHORIZE.NET NOR ANY OF ITS PARENTS, SUBSIDIARIES OR AFFILIATES (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EACH OF THE FOREGOING) OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION APPLE OR ANY OTHER APPLICATION SERVICE PROVIDER, IS LIABLE FOR ANY PERSONAL INJURY, OR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE MOBILE APPLICATION. AUTHORIZE.NET ASSUMES NO LIABILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR EQUIPMENT OR OTHER PROPERTY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE MOBILE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF AUTHORIZE.NET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THIS MOBILE APPLICATION SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

YOU UNDERSTAND THAT THE UPLOADING OF INFORMATION TO YOUR MOBILE DEVICE IN CONNECTION WITH THE MOBILE APPLICATION IS AT YOUR OWN RISK AND THAT AUTHORIZE.NET IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR USE OF ANY PERSONAL OR OTHER INFORMATION. THE SECURITY AND SAFETY OF YOUR MOBILE DEVICE IS YOUR SOLE RESPONSIBILITY AND ANY INFORMATION UPLOADED TO THE MOBILE APPLICATION IS YOUR RESPONSIBILITY.

EXCEPT AS OTHERWISE PROVIDED IN THIS MOBILE AGREEMENT, YOU EXPRESSLY AGREE THAT AUTHORIZE.NET SHALL NOT BE LIABLE FOR ANY LOSS (HOWEVER OCCURRING, INCLUDING NEGLIGENCE), ARISING FROM OR RELATED TO: (I) YOUR FAILURE TO PROPERLY ACTIVATE, INTEGRATE OR SECURE YOUR MERCHANT ACCOUNT THROUGH THE MOBILE APPLICATION; (II) FRAUDULENT TRANSACTIONS PROCESSED THROUGH THE MOBILE APPLICATION; (III) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER, PAYMENT PROCESSOR OR BANK; OR (IV) UNAUTHORIZED ACCESS VIA THE MOBILE APPLICATION TO (A) DATA, CONSUMER DATA, TRANSACTION DATA OR PERSONAL INFORMATION BELONGING TO AUTHORIZE.NET, CUSTOMER OR ANY THIRD PARTY OR (B) THE AUTHORIZE.NET SERVICES, OR ANY SYSTEM OR PROGRAM ASSOCIATED THEREWITH; OR (V) THE LIMITATION OF THE FUNCTIONING OF THE MOBILE APPLICATION OR EQUIPMENT.

I. Release. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS EACH OF THE AUTHORIZE.NET PARTIES (DEFINED BELOW) FROM AND AGAINST ANY CLAIMS, DAMAGES, EXPENSES AND LIABILITY ARISING FROM OR RELATED TO ANY INJURIES, DAMAGES OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THIS MOBILE APPLICATION.

J. Indemnity. You agree to indemnify and hold harmless Authorize.Net, its affiliates, parents and/or subsidiaries, service providers, and all of their respective officers, directors, employees and agents (collectively, the “Authorize.Net Parties”) from and against any and all 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 Authorize.Net, arising out of or relating to (i) any breach by you or alleged breach of your representations, warranties, or obligations set forth herein; (ii) any damage or loss caused by the negligence, fraud, dishonesty or willful misconduct by you or any of your employees, agents or customers; (iii) the reliability, accuracy, or legitimacy of payment data or purchase orders submitted by Customer to Authorize.Net on or through the Mobile Application; (iv) payment card transactions submitted by Customer to Authorize.Net on or through the Mobile Application and rejected by Authorize.Net or an issuing bank; (v) claims by End Users, including, without limitation, claims relating to the disclosure of consumer data in connection with Transactions processed on or through the Mobile Application; (vi) any alleged or actual violation by Customer of any applicable laws, regulations or rules of (a) the Credit Card Associations; (b) the Gramm Leach Bliley Act; (c) or any regulatory body or agency having jurisdiction over the subject matter hereof; or (vii) any other violation of this Mobile Agreement or the Merchant Service Agreement. In the event that you cause fines and/or penalties to be charged to Authorize.Net by the Credit Card Associations or any other entity due to your use of the Mobile Application, Customer agree to immediately reimburse Authorize.Net for said fines or penalties.

K. Availability/Interruption. The Mobile Application is available through your mobile device when it is within the operating range of a wireless carrier or WiFi provider, as applicable. The Mobile Application is subject to transmission limitation or interruption. Authorize.Net does not guarantee that the Mobile Application (or any portion thereof) will be available at all times and/or in all areas. You acknowledge and agree that Authorize.Net is not responsible for performance degradation, interruption or delays due to the Equipment. You acknowledge that Authorize.Net shall not be liable to you if the Mobile Application in a given location is not available. If the Mobile Application is not available within your intended location, you agree that your sole remedy shall be to terminate this Mobile Agreement.

L. Termination. This Mobile Agreement is effective until terminated by you or us. Your rights under this Mobile Agreement will terminate automatically without notice from us if you fail to comply with any term of this Mobile Agreement. Upon termination of this Mobile Agreement, you shall cease all use of the Mobile Application.

M. Changes to this Mobile Agreement and/or the Mobile Application. We may change, modify, or update this Mobile Agreement and/or the Mobile Application, including the Mobile Application features, from time to time. If applicable, you will be notified that a new version of the Mobile Application is available and you will be asked if you wish to upgrade to a new version of the Mobile Application. If you use the Mobile Application after the upgrade in the Mobile Application or change(s) to this Mobile Agreement, you agree to such change(s) and its applicability to you.

N. Abuse. You agree to immediately notify us if you suspect fraudulent or abusive activity. If you so notify us, or we otherwise suspect fraudulent or abusive activity, you agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Your failure to cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your Equipment.

O. Governing Law, Jurisdiction. This Mobile Agreement is subject to the laws of the State of California, excluding (i) that body of law known as conflicts of law and (ii) the United Nations Convention on Contracts for the International Sale of Goods. You hereby irrevocably consent to the personal jurisdiction of and venue in the state and federal courts located in San Francisco County, California with respect to any action, claim or proceeding arising out of or related to this Mobile Agreement and agree not to commence or prosecute any such action, claim or proceeding other than in such courts. No action, regardless of form, arising out of or in conjunction with the subject matter of this Mobile Agreement, except for claims involving intellectual property, claims to recover outstanding amounts due Authorize.Net and claims for indemnification, may be brought by either party more than one (1) year after the cause of action arose.

P. Miscellaneous. **Assignment:** You may not assign this Mobile Agreement without Authorize.Net's prior written consent. **Entire Agreement:** This Mobile Agreement represents the entire agreement between you and us with respect to the Mobile Application, which may only be amended as described in this Mobile Agreement. To the extent any provision of this Mobile Agreement conflicts with a provision of the Merchant Service Agreement, the provision contained in this Mobile Agreement shall govern and control with respect to the Mobile Application, to the extent of such conflict. **Export Control Laws:** You acknowledge that the laws and regulations of the United States and other countries may restrict the export and re-export of the Mobile Application. You agree that you will not export or re-export the Mobile Application in any form or to any recipient whether inside or outside the United States in violation of applicable United States and foreign law. **Your Representations and Warranties.** By downloading the Mobile Application, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; and (iii) that Your Representations and Warranties in the Merchant Service Agreement are hereby reaffirmed. **Responsibility.** You acknowledge that Apple (and any other application service provider) is not responsible for addressing any claims relating to the Mobile Application or your possession or use of the Mobile Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement; or (iii) claims arising under consumer protection or similar legislation. In the event of any third party claim that the Mobile Application or your possession and use of the Mobile Application infringes that third party's intellectual property rights, as between Apple and Authorize.Net, Authorize.Net will be solely responsible for the investigation, defense, settlement and discharge of any such claim. **Third-Party Beneficiaries.** You acknowledge and agree that Apple and Apple's subsidiaries (any any other application service provider and its subsidiaries), are third party beneficiaries of this Mobile Agreement and that, upon your acceptance of the terms and conditions of this Mobile Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Mobile Agreement against you as a third-party beneficiary thereof. **Additional Provisions:** The Mobile Application is void where prohibited by law. If any part of this Mobile Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. The failure to enforce any term of this Mobile Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or Mobile Application hereof, but are for convenience only.

Q. Contact Us. If you have any questions, complaints or claims about the Mobile Application, or if you are having any technical difficulties with the Mobile Application itself, please email support@authorize.net or call (877).477.3938.

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