

## Authorize.Net Verified Merchant Seal™ License Agreement

Welcome to Authorize.Net and the Authorize.Net Verified Merchant Seal (“Seal”) License Agreement (“Agreement”). In order for you, on behalf of your company (individually or collectively, “You” or “Your”), to use and display the Seal, You must agree to and accept the terms and conditions of the Agreement. The Agreement sets out the terms and conditions under which You may utilize the Seal.

**By downloading and/or displaying the Seal, You acknowledge and agree that You have reviewed and understand the Agreement and agree to be legally bound by all its terms and conditions.**

**1. License.** During the Agreement term, Authorize.Net hereby grants You the non-exclusive, limited license to reproduce and display the Seal on Your website in order to signify that You are a verified Authorize.Net merchant.

**2. Usage Guidelines.** You may not download the Seal until You have agreed to and accepted the terms and conditions of this Agreement and the Authorize.Net Merchant Services Agreement (“Merchant Agreement”). You shall display or reproduce the Seal without alteration and shall maintain sufficient separation between the Seal and other marks or content on Your website. In the event Authorize.Net makes any change to Seal, Authorize.Net may notify You and You shall use reasonable commercial efforts to promptly correct Your display of the Seal. All rights in Seal shall remain at all times the sole property of Authorize.Net, and all use of Seal shall inure to the benefit of Authorize.Net. You shall not register or attempt to register the Seal or any other name, logo, trade name, domain name, trademark or design that is confusingly similar to the Seal, the mark Authorize.Net or any other mark of Authorize.Net.

**3. Term and Termination.** Authorize.Net may immediately terminate this Agreement and/or Your ability to display the Seal, at any time and for any reason, with or without cause. Upon termination of this Agreement or the Merchant Agreement, You shall immediately cease Your display of the Seal. Upon termination, all rights and obligations of the parties under this Agreement shall be extinguished, except that the rights and obligations of the parties under Sections 1, 3, 4, 5, 6, 7, 8, 9 and 10 shall survive such termination.

**4. DISCLAIMER OF WARRANTY.** THE AUTHORIZE.NET SEAL IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE SEAL WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. AUTHORIZE.NET DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OR YOUR CUSTOMER’S USE OF THE SEAL OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION THEREOF. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SEAL DOES NOT IN ANY WAY, SHAPE OR FORM GUARANTEE THE SECURITY OR RELIABILITY OF YOUR WEBSITE. YOU MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE SEAL BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. AUTHORIZE.NET SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SEAL. YOU UNDERSTAND AND AGREE THAT AUTHORIZE.NET SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH THE SECURITY OF YOUR WEBSITE, CREDIT CARD FRAUD OR CHARGEBACKS.

### **5. LIMITATION OF LIABILITY.**

**A. LIMITATIONS.** UNDER NO CIRCUMSTANCES: (I) WILL AUTHORIZE.NET OR ANY OF ITS PARENTS, AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, AFFILIATES OR VENDORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) WILL AUTHORIZE.NET’S TOTAL LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, UNDER THIS AGREEMENT AND/OR WITH REGARD TO THE SEAL EXCEED \$100.

**B. DISCLAIMER.** YOU EXPRESSLY AGREE THAT AUTHORIZE.NET SHALL NOT BE LIABLE FOR ANY LOSS (HOWEVER ARISING, INCLUDING NEGLIGENCE), ARISING FROM OR RELATED TO: (I) YOUR FAILURE TO PROPERLY DOWNLOAD, ACTIVATE, INTEGRATE OR MANAGE THE SEAL; (II) FRAUDULENT TRANSACTIONS PROCESSED THROUGH YOUR PAYMENT GATEWAY ACCOUNT(S); (III) DISRUPTION OF AUTHORIZE.NET SERVICES, SYSTEMS, SERVER OR WEB SITE; (IV) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER, PAYMENT PROCESSOR OR BANK; (V) UNAUTHORIZED ACCESS TO (A) DATA, CUSTOMER DATA (INCLUDING CREDIT CARD NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION), TRANSACTION DATA OR PERSONAL INFORMATION BELONGING TO AUTHORIZE.NET, YOU OR ANY THIRD PARTY OR (B) THE SEAL, THE AUTHORIZE.NET SERVICES OR ANY SYSTEM OR PROGRAM ASSOCIATED THEREWITH; OR (VI) THE LIMITATION OF THE FUNCTIONING OR AVAILABILITY OF THE SEAL, ANY AUTHORIZE.NET SERVICES OR SOFTWARE, HARDWARE, OR EQUIPMENT ASSOCIATED THEREWITH.

**6. Representations and Warranties.** You represent and warrant that (a) You have all necessary right, power and ability to execute this Agreement and to perform Your obligations herein; (b) no authorization or approval from any third party is required in connection with Your execution, delivery or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against You in accordance with its terms, (d) Your obligations under this Agreement do not violate any law or breach any other agreement to which You are bound; (e) at all times during the term of this Agreement, Your use of the Seal will conform to specifications set forth herein and that all representations and statements made by You in this Agreement, or in any other document relating hereto by You or on Your behalf, are true, accurate and complete in all material respects; (f) You are engaged in a lawful business that includes the sale of products and/or services, and are

duly licensed to conduct such business under the laws of all jurisdictions in which You conduct business; and (g) You will comply with all laws, policies, guidelines, regulations, ordinances or rules applicable to You and this Agreement.

**7. Indemnification.** You shall defend, indemnify, and hold harmless Authorize.Net and its affiliates, parents, and/or subsidiaries, and any of their officers, directors, agents and employees, 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: (a) any breach or alleged breach by You of any representation, warranty, or obligation of You set forth in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You or any of your employees, agents or customers; or (c) any claims associated with the provision of services between You and Your customer.

**8. Compliance with Law; Security.** You will comply, at Your own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to You, this Agreement, Your business and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof. You are solely responsible for the security of data residing on server(s) owned or operated by You, or a third party designated by You (e.g., a Web hosting company, processor, or other service provider).

**9. Intellectual Property Rights and Confidentiality.** The parties agree that Authorize.Net owns and retains all right, title and interest in and to the Authorize.Net trademark including but not limited to the Authorize.Net Verified Merchant Seal, copyrights and any related technology utilized under or in connection with this Agreement, including but not limited to all intellectual property rights associated therewith. No title or ownership of any of the foregoing is granted or otherwise transferred to You or any other entity or person under this Agreement. You will not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the Authorize.Net services or related technology. You agree to hold all information communicated by Authorize.Net to You, whether written or oral or in any media whatsoever (the "Confidential Information"), in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except in connection with the purposes of this Agreement. You agree to use Your best efforts to protect all Confidential Information and in any event, to take precautions at least as great as those taken to protect Your own information of a similar nature.

## **10. General Provisions.**

**10.1 Assignment.** You may not assign this Agreement without the prior written consent of Authorize.Net.

**10.2 Non-exclusivity.** Nothing in this Agreement shall be deemed or construed to prohibit Authorize.Net from licensing the Seal to any other party. The parties are independent contractors and nothing in this Agreement shall make them joint venturers, partners, employees, agents or other representatives of the other party.

**10.3 Notices.** All notices shall be delivered in accordance with the Merchant Agreement.

**10.4 Governing Law; Jurisdiction.** This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts, without reference or giving effect to its conflicts of law principles. You hereby irrevocably consent to the personal jurisdiction of and venue in the state and federal courts located in Suffolk County, Massachusetts with respect to any action, claim or proceeding arising out of or related to this Agreement and agree not to commence or prosecute any such action, claim or proceeding other than in such courts.

**10.5 Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

**10.6 Force Majeure.** Authorize.Net will not be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to an event of Force Majeure.

**10.7 Amendment; Modifications.** Authorize.Net may amend this Agreement at any time upon written or electronic notice to You of not less than ten (10) days prior to the effective date of such amendment. If You do not agree to such amendments, Your sole remedy is to immediately terminate this Agreement upon notice to Authorize.Net and in accordance with the terms hereof.

**10.8 Waiver.** The failure of Authorize.Net to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment of such right or remedy.

**10.9 Entire Agreement.** This Agreement together with all of Authorize.Net's policies referenced herein sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement.