

This User Agreement ("User Agreement") sets forth the terms and conditions which govern the access to and use of this web site ("Web Site"), and the access to and use of any specifications, programming, software, files, data, applications, information, tools, testing environment, data storage capacity and other content, items and resources made available by or through this Web Site (collectively, "Resources"), as this Web Site and such Resources may be made available, from time to time and at its sole discretion, by Paymentech, LLC, a Delaware limited liability company ("Paymentech").

1. Definitions: The following terms, as used in this User Agreement, have the following meanings:

a. "Affiliate" means, with respect to any Person (including, without limitation, Paymentech, a Developer or a Chase Merchant), a Person that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or common control with such Person. As used in this definition, "control" means the power to direct the management or affairs of a Person and "ownership" means the beneficial ownership of more than fifty percent (50%) of the equity securities of a Person.

b. "Applicable Laws" means, collectively, requirements imposed by laws, ordinances, regulations and judicial and administrative decisions of governmental entities which are applicable to (i) Paymentech, a Developer, a Chase Merchant, an Authorized Employee (whether in such Authorized Employee's capacity as an individual or as an employee of a Developer or a Chase Merchant) or their respective Affiliates or (ii) the access to or use of any aspect of this Web Site or the Resources, the development, testing, evaluation or use of any Application, the use of any Embedded Content or the access to or use of the Paymentech Processing Environment or the Paymentech Services.

c. "Applicable Rules" means, collectively, the bylaws, rules, regulations, procedures and standards issued by each Payment Brand, as amended or supplemented from time to time, which are applicable to (i) Paymentech, a Developer, a Chase Merchant, an Authorized Employee (whether in such Authorized Employee's capacity as an individual or as an employee of a Developer or a Chase Merchant) or their respective Affiliates or (ii) the access to or use of any aspect of this Web Site or the Resources, the development, testing, evaluation or use of any Application, the use of any Embedded Content or the access to or use of the Paymentech Processing Environment or the Paymentech Services.

d. "Application" means computer software developed, tested or evaluated by or for a Developer through or in connection with any aspect of this Web Site or the Resources, which computer software is intended to be used (in accordance with Applicable Laws, Applicable Rules and then current policies and procedures applicable to the access to and use of the Paymentech Processing Environment or the Paymentech Services) by or for a Merchant solely in order to submit data to, and obtain data from, the Paymentech Processing Environment in connection with such Merchant's access to and use of Paymentech Services. An Application may include both Developer Content and Embedded Content.

e. "Authorized Employee" means a Person who has, in accordance with then current policies and procedures applicable to the access to and use of this Web Site and the Resources, been registered to access and use any aspect of this Web Site or the Resources for and on behalf of a Developer or a Chase Merchant (as the case may be and whether or not actually authorized to do so) and has obtained any required username, password, key or other code identifying such Developer or Chase Merchant and such Authorized Employee and which permits such Authorized Employee to access and use any aspect of this Web Site and the Resources for and on behalf of such Developer or Chase Merchant.

f. Chase Merchant means a business which has, in accordance with then current policies and procedures applicable to the access to and use of this Web Site and the Resources, been registered (through its own actions or the actions of any Authorized Employee purporting to be acting for and on behalf of such Chase Merchant) to access and use any aspect of this Web Site or the Resources (as a participant in the Chase Merchant Program and for its own benefit) and has obtained any required username, password, key or other code identifying such Chase Merchant and which permits such Chase Merchant to access and use any aspect of this Web Site and the Resources directly or through its Authorized Employee. It is acknowledged and agreed that a Chase Merchant and a Developer have different rights to access and use this Web Site and that (i) while a Chase Merchant is a Merchant, a Merchant may or may not be a Chase Merchant and (ii) a Chase Merchant may or may not also be a Developer.

g. "Chase Merchant Content" means (i) information and other content submitted or otherwise transmitted by a Chase Merchant or its Authorized Employees to this Web Site in connection with registration of such Chase Merchant or its Authorized Employees in order to secure permission to access and use any aspect of this Web Site and the Resources (ii) content submitted or otherwise transmitted to this Web Site in connection with such Chase Merchant's or its Authorized Employees' use of any aspect of this Web Site or the Resources. It is acknowledged and agreed that this Web Site, the Resources, any Embedded Content (and any items or information incorporated in this Web Site, the Resources or such Embedded Content) do not constitute Chase Merchant Content and may only be used by such Chase Merchant and its Authorized Employees as specifically anticipated and permitted by this User Agreement.

h. Chase Merchant Intellectual Property means Intellectual Property rights, owned by a Chase Merchant, in information and other content submitted by such Chase Merchant (through its own actions or the actions of an Authorized Employee purporting to be acting for and on behalf of such Chase Merchant) to Paymentech as required by this User Agreement or in order for such Chase Merchant to access or use of any aspect of this Web Site or the Resources, including, without limitation, Intellectual Property rights owned by such Chase Merchant in Chase Merchant Content and Confidential Information of such Chase Merchant. It is acknowledged and agreed that Intellectual Property related to this Web Site, the Resources, any Embedded Content (and any items or information incorporated in this Web Site, the Resources or such Embedded Content) and other Paymentech Intellectual Property does not constitute Chase Merchant Intellectual Property and may only be used by a Chase Merchant and its Authorized Employees as specifically anticipated and permitted by this User Agreement.

i. "Confidential Information" means with respect to:

(i) Paymentech: all information provided, disclosed or otherwise made available (whether in writing, orally, electronically, or by any other means) by or through Paymentech or Paymentech's Affiliates to a Developer, a Chase Merchant, an Authorized Employee or their respective Affiliates. The Confidential Information shall include, without limitation, any and all information obtained, received, downloaded or otherwise accessed by a Developer or a Chase Merchant through the use of any aspect of this Web Site or the Resources, the development, testing, evaluation or use of any Application, the use of any Embedded Content or the access to or use of the Paymentech Processing Environment or the Paymentech Services, as well as all information which is learned by any such Developer, Chase Merchant, Authorized Employee or their respective Affiliates by reason thereof without Paymentech's or Paymentech's Affiliates' intentional disclosure of such information. Without limiting the generality of the foregoing, such information specifically includes (A) the terms of this User Agreement, (B) this Web Site, (C) the Resources (including, without limitation, the Chase Merchant Program Requirements made available by or through this Web Site), (D) the Embedded Content, (E) information expressly or implicitly marked or disclosed as confidential, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically or in writing, (F) information traditionally recognized as proprietary trade secrets, (G) information which is not permitted to be disclosed to other Persons under Applicable Laws or Applicable Rules and (H) all copies of any of the foregoing or any information, documents or other materials that contain, are derived from or reflect any of the foregoing.

(ii) Developer or Chase Merchant (as the case may be): all information submitted by a Developer or Chase Merchant (as the case may be, through its own actions or the actions of an Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant) to Paymentech as required by this User Agreement or in order for such Developer or Chase Merchant to access or use any aspect of this Web Site or the Resources. Such information includes (A) Chase Merchant Content submitted by a Chase Merchant, (B) other Developer Content submitted by a Developer and (C) all copies of any of the foregoing or any information, documents or other materials that contain, are derived from or reflect any of the foregoing.

j. "Customer" means any Person to whom a Payment Instrument is issued or who is otherwise entitled to use a Payment Instrument.

k. "Developer" means a business which has, in accordance with then current policies and procedures applicable to the access to and use of this Web Site and the Resources, been registered (through its own actions or the actions of an Authorized Employee purporting to be acting for and on behalf of such Developer) to access and use any aspect of this Web Site or the Resources (as a developer of Applications and for its own benefit) and has obtained any required username, password, key or other code identifying such Developer and which permits such Developer to access and use any aspect of this Web Site and the Resources directly or through its Authorized Employee. It is acknowledged and agreed that a Developer and a Chase Merchant have different rights to access and use this Web Site and that a Developer may or may not also be a Chase Merchant.

l. "Developer Content" means programming, software, files, data, information and other content submitted or otherwise transmitted by a Developer or its Authorized Employees to this Web Site or developed by a Developer or its Authorized Employees using any aspect of this Web Site or the Resources. Developer Content includes, without limitation, (i) information submitted or otherwise transmitted to this Web Site in connection with registration of a Developer or its Authorized Employees in order to secure permission to access and use any aspect of this Web Site and the Resources, (ii) content submitted or otherwise transmitted to this Web Site in connection with a Developer's or its Authorized Employees' use of any aspect of this Web Site or the Resources and (iii) any Applications developed by Developer, in whole or in part, using any aspect of this Web Site or the Resources. It is acknowledged and agreed that this Web Site, the Resources, any Embedded Content (and any items or information incorporated in this Web Site, the Resources or such Embedded Content) do not constitute Developer Content and may only be used by a Developer and its Authorized Employees as specifically anticipated and permitted by this User Agreement.

m. "Developer Intellectual Property" means Intellectual Property rights, owned by a Developer, in information and other content submitted by such Developer (through its own actions or the actions of an Authorized Employee purporting to be acting for and on behalf of such Developer) to Paymentech as required by this User Agreement or in order for such Developer to access or use any aspect of this Web Site or the Resources, including, without limitation, Intellectual Property rights owned by such Developer in Developer Content and Confidential Information of such Developer. It is acknowledged and agreed that Intellectual Property related to this Web Site, the Resources, any Embedded Content (and any items or information incorporated in this Web Site, the Resources or such Embedded Content) and other Paymentech Intellectual Property does not constitute Developer Intellectual Property and may only be used by a Developer and its Authorized Employees as specifically anticipated and permitted by this User Agreement.

n. "Embedded Content" means Paymentech Intellectual Property embedded in an Application as specifically anticipated and permitted by this User Agreement.

o. "Intellectual Property" means all intellectual property rights or proprietary rights, including, without limitation, all copyright rights, moral rights, trademark rights (including, without limitation, logos, slogans, domain names, trade names, and service marks), patent rights (including, without limitation, patent applications and disclosures), know-how, inventions, proprietary computer programs and software, rights of priority and trade secret rights, recognized in any country or jurisdiction in the world.

p. JPMC means, individually and collectively, JPMorgan Chase Bank, National Association (a national banking association) and Chase Bank, USA, National Association (a national banking association).

q. "Merchant" means any provider of goods and/or services that accepts Payment Instruments as a payment vehicle.

r. "Payment Brand" means any payment method provider, including, but not limited to, JPMC, Visa, MasterCard, American Express, Diners Club, Discover, JCB and other credit and debit card providers, as well as the Payment Card Industry Security Standards Council.

s. "Payment Instrument" means an account, or evidence of an account, authorized and established between a Customer and the issuer of such Payment Instrument.

t. "Paymentech Intellectual Property" means Intellectual Property developed, used, provided, disclosed or otherwise made available, whether before or after a Developer's or a Chase Merchant's (as the case may be), or such Developer's or Chase Merchant's Authorized Employees', access to or use of any aspect of this Web Site or the Resources) by Paymentech or Paymentech's Affiliates, including, without limitation, this Web Site, the Resources, any Embedded Content and any items or information incorporated in this Web Site, the Resources or such Embedded Content. Without limiting the generality of the foregoing, it is acknowledged and agreed that Paymentech Intellectual Property specifically includes any Resources, including, without limitation, the Chase Merchant Program Requirements made available by or through this Web Site, which may constitute the Intellectual Property of JPMC and which Paymentech has received permission to provide, disclose and otherwise make available by or through this Web Site.

u. "Paymentech Services" means services made available, from time to time and at their sole discretion, by Paymentech or Paymentech's Affiliates in order to perform transaction processing for Merchants in connection with the purchase by Customers of goods or services from such Merchants by use of a Payment Instrument authorized by a Payment Brand. It is acknowledged and agreed that nothing in this User Agreement or this Web Site shall be deemed to create an obligation on the part of Paymentech or any other Person to make available Paymentech Services for any Merchant (including, without limitation, any Chase Merchant) and that any such obligation shall be subject to further written agreement with respect thereto.

v. "Paymentech Processing Environment" means hardware, software, systems and other elements of the operating environment used, from time to time and at their sole discretion, by Paymentech or its Affiliates in connection with the provision of Paymentech Services.

w. "Person" means any individual, general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental entity, cooperative, association or other entity.

x. "Personal Information" means (i) any information that, alone or in combination with other information, uniquely identifies any Customer, Merchant, Payment Brand or Payment Instrument, including, without limitation, a Customer's name, Payment Instrument account number, debit card PIN number, address, social security number or any other evidence of such Customer's credit, debit or other card type, or any information which might be used to secure any of the foregoing types of information regarding a Customer and (ii) any other information in which a duty of confidence or secrecy is owed to any Customer, Merchant or Payment Brand.

2. Access and Use of this Web Site and the Resources. Subject to the terms and conditions of this User Agreement, Paymentech hereby grants each Developer and Chase Merchant (as the case may be), and each Authorized Employee purporting to be acting for and on behalf of such

Developer or Chase Merchant, and each such Developer, Chase Merchant, and Authorized Employees hereby accepts, the right to access and use this Web Site and the Resources (as made available, from time to time and at its sole discretion, by Paymentech) as specifically anticipated and permitted by this User Agreement. In addition to any restrictions, responsibilities, duties and other obligations set forth elsewhere in this User Agreement, this Web Site or the Resources (which each Developer, Chase Merchant and Authorized Employee shall fully comply with), each Developer's, Chase Merchant's and Authorized Employee's use of this Web Site and the Resources shall be subject to the following restrictions:

a. Each Developer and Chase Merchant, as the case may be, shall access and use this Web Site and the Resources only personally on its own behalf or through such Developer's or Chase Merchant's full-time employees, which employees (i) constitute Authorized Employees, with respect to such Developer or Chase Merchant, to whom Paymentech has issued a username, password, key or other code (identifying such Authorized Employee) which has not been suspended or revoked, (ii) are duly authorized to act for and on behalf of such Developer or Chase Merchant and (iii) have sufficient knowledge, training and skills in order to use this Web Site and the Resources in a proper and efficient manner. No Developer or Chase Merchant shall access and use any aspect of this Web Site and the Resources for the benefit of an Authorized Employee or any other Person.

b. Each Authorized Employee shall access and use this Web Site and the Resources only for the benefit of a Developer or a Chase Merchant, as the case may be, where such Authorized Employee (i) constitutes an Authorized Employee, with respect to such Developer or Chase Merchant, to whom Paymentech has issued a username, password, key or other code (identifying such Developer or Chase Merchant) which has not been suspended or revoked, (ii) is duly authorized to act for and on behalf of such Developer or Chase Merchant and (iii) has sufficient knowledge, training and skills in order to use this Web Site and the Resources in a proper and efficient manner. No Authorized Employee shall access and use any aspect of this Web Site and the Resources for its own benefit or the benefit of Persons other than the applicable Developer or Chase Merchant.

c. Only the specific Developer or Chase Merchant (as the case may be), to whom Paymentech has issued a required username, password, key or other code, may use such username, password, key or other code (either personally or through its Authorized Employees) in order to identify itself as accessing or using any aspect of this Web Site or the Resources, and such Developer or Chase Merchant, and its Authorized Employees, shall maintain such username, password, key or other code in strict confidence and shall not assist or otherwise permit any other Person to make use of such username, password, key or other code.

d. Only the specific Authorized Employee, to whom Paymentech has issued a required username, password, key or other code, may use such username, password, key or other code in order to identify itself as accessing or using any aspect of this Web Site or the Resources for and on behalf of a Developer or a Chase Merchant (as the case may be), and such Developer or Chase Merchant, and its Authorized Employees, shall maintain such username, password, key or other code in strict confidence and shall not assist or otherwise permit any other Person to make use of such username, password, key or other code.

e. Each Developer and Chase Merchant (as the case may be), and each Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, shall be bound by, and subject to, any notices, acknowledgments, policies, procedures, terms, conditions and other agreements applicable to any aspect of this Web Site or the Resources, and each Developer, Chase Merchant and Authorized Employee shall, in a timely manner, fully comply with all restrictions, responsibilities, duties and other obligations set forth therein.

f. Each Developer, and each Authorized Employee purporting to be acting for and on behalf of such Developer, shall access and use this Web Site and the Resources solely in order to develop, test and evaluate Applications of such Developer (in a non-production environment), as specifically anticipated and permitted by this User Agreement. It is acknowledged and agreed that no aspect of this Web Site or the Resources, and no Developer Content or Embedded Content residing therein, shall be used for production purposes or in connection with any production environment.

g. Each Developer and Chase Merchant (as the case may be), and each Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, acknowledges that this Web Site, the Resources and any Embedded Content (and any items or information incorporated in this Web Site, the Resources or such Embedded Content) constitute Paymentech Intellectual Property. No such Developer, Chase Merchant nor Authorized Employee shall (i) except as expressly permitted by this User Agreement, distribute, publish, perform, display, transmit, market, sublicense, sell, transfer, alter, reproduce, copy, create derivative works from or in any way exploit any aspect of this Web Site, the Resources or the Embedded Content or (ii) access or use any aspect of this Web Site or the Resources in any location other than this Web Site.

h. No Developer or Chase Merchant (as the case may be), nor Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, shall (i) interfere or attempt to interfere with the proper working of any aspect of this Web Site or the Resources or (ii) take any action that imposes an unreasonable or disproportionately large load on any aspect of this Web Site, the Resources or their infrastructure.

3. Developer Content and Chase Merchant Content. Developer Content transmitted, submitted or developed by or for a Developer shall consist solely of programming, software, files, data, information and other content owned by such Developer, which such Developer has received express permission to use from the owner thereof or is in the public domain. Chase Merchant Content transmitted or submitted by or for a Chase Merchant shall consist solely of information and other content owned by such Chase Merchant, which such Chase Merchant has received express permission to use from the owner thereof or is in the public domain. Developer Content transmitted, submitted or developed by or for a Developer, and Chase Merchant Content transmitted or submitted by or for a Chase Merchant, shall not (i) contain any Personal Information, (ii) be false, inaccurate or misleading, (ii) infringe any Person's Intellectual Property rights, (iii) violate any Applicable Laws or Applicable Rules, (iv) be defamatory, trade libelous, threatening or harassing or (v) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally

interfere with, surreptitiously intercept or expropriate any system data or information. No Developer, Chase Merchant or Authorized Employee shall transmit to this Web Site, develop (if made available) using any aspect of this Web Site or the Resources or otherwise store or maintain (if made available) on this Web Site any Developer Content or Chase Merchant Content (as the case may be) (x) containing nudity or pornographic material of any kind, (y) that is grossly offensive to the online community, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or (z) that exploits children under 18 years of age, promotes or provides instructional information about illegal activities or promotes physical harm or injury against any group or individual. Paymentech reserves the right to remove any Developer Content and Chase Content, or to restrict, suspend or terminate access to any Developer Content or Chase Content (including, without limitation, access by any Developer, Chase Merchant or Authorized Employee), at any time and for any reason without prior notice or liability.

4. Use of Applications. Subject to the terms and conditions of this User Agreement, (i) any Application may be used (in accordance with Applicable Laws, Applicable Rules and then current policies and procedures applicable to the Paymentech Processing Environment or the Paymentech Services) solely by or for a Merchant in order to submit data to, and obtain data from, the Paymentech Processing Environment in connection with such Merchant's use of Paymentech Services and (ii) no portion of such Application may be used other than as a part of, and in conjunction with, all other portions of such Application as anticipated and permitted above by this Section 4. No Developer, Chase Merchant or Authorized Employee shall, nor shall assist or otherwise permit any other Person to, use an Application in any other manner or for any other purpose.

5. Duration and Modification of Access and Use.

a. Subject to the terms and conditions of this User Agreement, each Developer and Chase Merchant (as the case may be), and each Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, may access and use each aspect of this Web Site and the Resources so long as, and to the extent, (i) such aspect of this Web Site and the Resources is made available by Paymentech to such Developer, Chase Merchant or Authorized Employee and (ii) such Developer's, Chase Merchant's or Authorized Employee's access and use of such aspect of this Web Site or the Resources has not been restricted, suspended or terminated by Paymentech.

b. Paymentech reserves the right to (i) modify, suspend or discontinue all or any aspect of this Web Site or the Resources (including, without limitation, its availability) and (ii) restrict, suspend or terminate any Developer's, Chase Merchant's or Authorized Employee's access to and use of all or any aspect of this Web Site or the Resources, in each case at its sole discretion, at any time and for any reason without notice or liability. In addition, Paymentech reserves the right to modify, remove, replace or otherwise amend (as to a Developer or Chase Merchant, and all Authorized Employees purporting to be acting for and on behalf of such Developer or Chase Merchant) this User Agreement and any notices, acknowledgments, policies, procedures, terms, conditions and other agreements applicable to any aspect of this Web Site or the Resources, in each case at its sole discretion, at any time and for any reason without liability, by providing the applicable Developer or Chase Merchant such amendments by delivery thereof to such

Developer or Chase Merchant by mail, email or by posting on this Web Site. Any such amendments shall be effective and binding on such Developer or Chase Merchant (and each Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant), automatically and without any action on the part of such Developer or Chase Merchant, or any such Authorized Employee) immediately upon such mailing, emailing or posting. It is acknowledged and agreed that this User Agreement and such notices, acknowledgments, policies, procedures, terms, conditions and other agreements may not otherwise be amended (except by written amendment executed by the Person against whom such amendment is sought to be enforced).

c. It is acknowledged and agreed that there is no promise, express or implied, made by Paymentech, Paymentech's Affiliates or any other Person (to any Developer, Chase Merchant, Authorized Employee or other Person) that any aspect of this Web Site or the Resources shall be made available (whether in its then current form or any other particular form) or that any Person (including, without limitation, any Developer, Chase Merchant or Authorized Employee) will be given access to and the right to use any aspect of this Web Site or the Resources or to have such access or use continue. Neither Paymentech, Paymentech's Affiliates nor their respective officers, directors, employees or agents, shall be liable to any Developer, Chase Merchant, Authorized Employee or other Person (as a result of Paymentech's exercise of its rights described in this Section 5 or elsewhere in this User Agreement) for compensation, reimbursement or damages on account of expenditures, investments or commitments in connection with the business or good will of any Developer, Chase Merchant or otherwise. Each Developer, Chase Merchant and Authorized Employee hereby waives any termination indemnities or compensation and similar benefits for which it might otherwise have a claim against Paymentech, Paymentech's Affiliates and their respective officers, directors, employees or agents under Applicable Laws.

6. Representations and Warranties. Submission of a username, password, key or other code, identifying a particular Developer or Chase Merchant (as the case may be and, where appropriate, also identifying a particular Authorized Employee), in order to allow such Developer or Chase Merchant (and, where appropriate, such Authorized Employee acting for and on behalf of such Developer or Chase Merchant) to access and use any aspect of this Web Site or the Resources, constitutes such Developer's, Chase Merchant's and Authorized Employee's (i) representation and warranty to Paymentech that the Person submitting such username, password, key or other code (whether such Developer or Chase Merchant itself or an Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant) is the specific Person identified by such username, password, key or other code, (ii) representation and warranty to Paymentech that, where the Person submitting such username, password, key or other code is identified thereby as an Authorized Employee of a Distributor or Chase Merchant, such Person is, at the time of such submission, access and use, such Developer's or Chase Merchant's full-time employee duly authorized to act for and on behalf of such Developer or Chase Merchant and (iii) acceptance of, and agreement to be bound by, this User Agreement. In addition, each Developer, Chase Merchant and Authorized Employee hereby represents and warrants to Paymentech that it (i) has all Intellectual Property rights and other rights, title and interests necessary to enter into and perform its responsibilities, duties and other obligations pursuant to this User Agreement, (ii) has not entered into any agreements or commitments,

whether oral or written, contractual or otherwise, which are inconsistent with or conflict with this User Agreement and (iii) is not limited, prevented or otherwise restricted, by any existing agreement or arrangement, whether oral or written, contractual or otherwise, from performing its responsibilities, duties and other obligations pursuant to this User Agreement.

7. Ownership.

a. Except as otherwise agreed in writing by the owner thereof, Paymentech Intellectual Property is, shall be and shall remain the sole and exclusive property of Paymentech (or Paymentech's Affiliates or their respective licensors or suppliers) and Developers, Chase Merchants and their respective Authorized Employees shall have no right, title or interest therein and no right to access or use Paymentech Intellectual Property, other than as specifically anticipated and permitted by this User Agreement. Except as otherwise agreed in writing by the owner thereof, (i) Developer Intellectual Property is, shall be and shall remain the sole and exclusive property of the applicable Developer (or such Developer's Affiliates or their respective licensors or suppliers) and (ii) Chase Merchant Intellectual Property is, shall be and shall remain the sole and exclusive property of the applicable Chase Merchant (or such Chase Merchant's Affiliates or their respective licensors or suppliers), and Paymentech shall have no right, title or interest therein and no right to access or use Developer Intellectual Property or Chase Merchant Intellectual Property, other than as specifically anticipated and permitted by this User Agreement. Except as otherwise agreed in writing by the owner thereof, neither Paymentech, a Developer, a Chase Merchant, an Authorized Employee nor any other Person shall obtain (as a result of or in connection with this User Agreement, this Web Site or the Resources) any right, title or interest in any Intellectual Property or Confidential Information owned by any other Person (including, without limitation, as owned by Paymentech, a Developer or a Chase Merchant).

b. To the extent that Paymentech has the necessary rights in any Embedded Content included in an Application, Paymentech hereby grants the Developer of such Application a nontransferable and nonexclusive license to use such Embedded Content solely as part of such Application. Except as otherwise agreed in writing by Paymentech, to the extent a Person other than Paymentech owns any Intellectual Property included in such Application, such Developer shall secure and maintain all rights necessary for such Developer to use such Intellectual Property as part of such Application or in any other manner.

c. Any modification or derivative of the Embedded Content (licensed to a Developer by Paymentech pursuant to this Section 7), resulting from a Developer's use thereof as permitted by this User Agreement, shall be deemed to be part of such Embedded Content and any and all right, title and interest that such Developer, any Authorized Employee or any other Person or their respective personnel may have in or to such modification or derivative, and the Intellectual Property rights therein, is hereby assigned to Paymentech (and such Developer, and such Authorized Employee, shall do and execute, and arrange for the executing of, each necessary act, document and thing that Paymentech may consider necessary or desirable to perfect such rights of Paymentech). Without limiting the foregoing, it is agreed that, except in the case of revocation of the license granted by Paymentech to Developer pursuant to this Section 7, a Developer shall

not be obligated to deliver to Paymentech any modification or derivative of the Embedded Content.

d. In the event a Developer violates any of the provisions of this User Agreement and does not cure such violation within ten (10) days after being given written notice of such violation, then Paymentech shall have the right (in addition to any other rights it may have at law or in equity) to immediately revoke the license granted by Paymentech to such Developer (with respect to the Embedded Content) pursuant to Section 7 by giving such Developer written notice thereof. Upon revocation of such license, such Developer shall immediately cease use of all Embedded Content and, at Paymentech's option, return all Embedded Content to Paymentech or destroy all Embedded Content and provide Developer written certification that such destruction has occurred.

8. Confidentiality.

a. Except as otherwise agreed in writing by Paymentech, all Confidential Information of Paymentech shall be received by each Developer, each Chase Merchant and each Authorized Employee in strict confidence, shall be used by such Developer or Chase Merchant (personally or solely through its Authorized Employees), and by such Authorized Employee (solely for and on behalf of its Developer or Chase Merchant, as the case may be), only as reasonably necessary for purposes of this User Agreement and shall not be disclosed, distributed, disseminated or otherwise made available to other Persons (or used for the benefit of other Persons) by such Developer or Chase Merchant (or its agents, subcontractors or employees) or such Authorized Employee, without the prior written consent of Paymentech. Except as otherwise agreed in writing by a Developer or Chase Merchant (as the case may be), all Confidential Information of a Developer or Chase Merchant shall be received by Paymentech in strict confidence, shall be used by Paymentech only as reasonably necessary for purposes of this User Agreement and shall not be disclosed, distributed, disseminated or otherwise made available to other Persons (or used for the benefit of other Persons) by Paymentech (or its agents, subcontractors or employees), without the prior written consent of the applicable Developer or Chase Merchant. Paymentech, each Developer, each Chase Merchant and each Authorized Employee agrees to use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure of Confidential Information (which it is obligated to maintain the confidentiality of hereunder) to outside parties.

b. While a Developer, Chase Merchant, and Paymentech, may each disclose Confidential Information of the other to agents, subcontractors or employees as described above, it is acknowledged and agreed that Confidential Information of Paymentech may only be disclosed by a Developer or Chase Merchant (as the case may be, and by their respective Authorized Employees), to agents, subcontractors or employees of the applicable Developer or Chase Merchant (other than then current Authorized Employees of such Developer or Chase Merchant) with a need to know or use for the benefit of such Developer or Chase Merchant (collectively, "Representatives"); provided, however, such Developer or Chase Merchant shall (i) prior to the disclosure of any Confidential Information of Paymentech to a Representative or permitting use thereby, advise Paymentech of such anticipated disclosure and use (and secure Paymentech's written consent to such disclosure and use) and cause such Representative to execute and deliver to Paymentech such Representative's written agreement, in a form satisfactory to Paymentech, to

comply with this User Agreement (as if such Representative was an Authorized Employee), (ii) cause its Representatives to comply with this User Agreement (as if such Representatives were Authorized Employees) and (iii) do and execute, and arrange for the executing of, each act, document and thing that Paymentech may consider necessary or desirable to enable and assist Paymentech to enforce its rights under this User Agreement against any such Representative.

c. Notwithstanding the foregoing, neither Paymentech, any such Developer, any such Chase Merchant nor any such Authorized Employee shall be prevented from disclosing information which belongs to such Person or is (a) already known by the recipient Person without an obligation of confidentiality other than pursuant to this User Agreement; (b) publicly known or becomes publicly known through no unauthorized act of the recipient Person; (c) rightfully received from a third party; (d) independently developed without use of Confidential Information (which it is obligated to maintain the confidentiality of hereunder); (e) disclosed without similar restrictions to a third party by the Person owning the Confidential Information; (f) approved for disclosure by the Person owning the Confidential Information; or (g) required to be disclosed pursuant to a requirement of any Applicable Law if the Person being required to disclose such Confidential Information provides the Person which owns the Confidential Information with notice of this requirement prior to disclosure.

d. Each Developer, each Chase Merchant and each Authorized Employee hereby acknowledges and agrees that Paymentech, Paymentech's Affiliates and their respective subcontractors or service providers may monitor usage of any aspect of this Web Site and the Resources, examine Developer Content and Chase Merchant Content transmitted to or otherwise used in connection with this Web Site and such Resources and evaluate, analyze and otherwise use data compiled through such monitoring and examination in order to facilitate performance of this Web Site and such Resources and so that Paymentech may confirm each Developer's, Chase Merchant's and Authorized Employee's compliance with this User Agreement and comply with Paymentech's responsibilities, duties and other obligations under Applicable Laws and Applicable Rules.

e. Upon the request of Paymentech, from time to time, each Developer, Chase Merchant and Authorized Employee (to whom such request is made) shall, at Paymentech's option, return Confidential Information of Paymentech in their possession (and all copies thereof) to Paymentech or destroy such Confidential Information of Paymentech and provide Paymentech written certification that such destruction has occurred; provided, however, that Embedded Content may be retained by a Developer, as reasonably required for use as part of an Application, so long as such Developer retains the license, granted by Paymentech to such Developer (with respect to the Embedded Content), pursuant to Section 7 hereof.

9. Injunctive Relief. Paymentech, each Developer, each Chase Merchant and each Authorized Employee hereby acknowledges and agrees that breach of any of the provisions of this User Agreement with respect to (i) access and use of any aspect of this Web Site and the Resources, (ii) restrictions on such access and use, (iii) Confidential Information and the return thereof or (iv) Intellectual Property or other proprietary rights would cause irreparable harm and significant injury to the non-breaching party to this User Agreement for which such non-breaching party would have no adequate remedy at law. Therefore, such non-breaching party shall have the right,

in addition to any other rights it may have at law or in equity, to seek and obtain immediate injunctive relief enjoining any such breach or potential breach of this User Agreement.

10. Relationship of the Parties.

a. Except as between a Developer or Chase Merchant, as the case may be, and an Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, no party to this User Agreement shall be considered or be deemed to be an agent, employee, joint venturer or partner of the other, and no other relationship (other than that of independent contractor) is intended or created by and between them. Except as between a Developer or Chase Merchant, and Authorized Employees purporting to be acting for and on behalf of such Developer or Chase Merchant, no party to this User Agreement shall have any right or authority to assume, create or incur any obligation or liability of any kind, express or implied, against or in the name of or on behalf of any other party to this User Agreement.

b. Each Developer, Chase Merchant and Authorized Employee acknowledges and agrees that Paymentech may permit other Developers and Chase Merchants (and their respective Authorized Employees) to access and use this Web Site and the Resources. Paymentech is not required to make any aspect of this Web Site or the Resources available to each Person (whether a Developer, Chase Merchant or an Authorized Employee) on the same basis and Paymentech reserves the right, in each case at its sole discretion and at any time and for any reason without liability, to (i) give certain Persons access to and the right to use this Web Site and the Resources (or any aspect thereof) while denying other Persons such access and use, (ii) give certain Persons access to and the right to use a specific version of this Web Site and such Resources (or any aspect thereof), including certain functions and features, while giving other Persons access to and the right to use other versions of this Web Site and such Resources (which include different functions and features), (iii) modify, suspend or discontinue all or any aspect of this Web Site or the Resources made available by Paymentech to certain Persons while not taking such actions (or taking such actions in a different manner) with respect to other Persons and (iv) make this Web Site and the Resources (or any aspect thereof) available to certain Persons (subject to this User Agreement and certain restrictions, notices, acknowledgments, policies, procedures, terms, conditions and other agreements) while making this Web Site, such Resources and other web sites or resources available to other Persons (subject to a different User Agreement or different restrictions, notices, acknowledgments, terms, conditions or agreements).

c. This User Agreement, and any other agreements between Paymentech, on the one hand, and a Developer, Chase Merchant, or an Authorized Employee, on the other hand, constitute separate agreements solely between Paymentech and such Developer, Chase Merchant or Authorized Employee and may be amended, as between Paymentech and such Developer, Chase Merchant or Authorized Employee (as the case may be) as permitted by this User Agreement, without the agreement, consent or approval of any other Developer, Chase Merchant, Authorized Employee or Person and without amending or having any other impact on any agreement between Paymentech and any other Developer, Chase Merchant, Authorized Employee or Person. A Developer's, Chase Merchant's or Authorized Employee's responsibilities, duties and other obligations and liability under this User Agreement and any other agreements between Paymentech and such Developer, Chase Merchant or Authorized

Employee shall not be affected by modification, amendment, extension, indulgence, release, waiver or other action or inaction with respect to any agreement with any other Developer, Chase Merchant, Authorized Employee or other Person.

d. Each Developer and Chase Merchant (as the case may be), and each Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, hereby acknowledges that it has entered into (and become a party to) this User Agreement in consideration for such Developer, Chase Merchant and Authorized Employee (as the case may be) being given access to and use of aspects of this Web Site and the Resources as permitted by this User Agreement (and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged). Except with respect to being given such access and use, and with respect to Paymentech Affiliates as provided in this User Agreement, this User Agreement is entered into solely for the benefit of Paymentech and each Developer or Chase Merchant and shall not confer any rights or benefits upon Authorized Employees (unless a particular Authorized Employee also constitutes a Developer or Chase Merchant) or any Person not a party to this User Agreement, including, without limitation, any employee, customer, business associate or creditor of Paymentech or a Developer or Chase Merchant (and no Developer, Chase Merchant or Authorized Employee shall be a third party beneficiary of any rights granted to any other Developer or Authorized Employee under this User Agreement or otherwise).

e. No Developer, Chase Merchant or Authorized Employee shall act in any manner inconsistent with or in conflict with this User Agreement, nor permit or otherwise assist any other Person (including any Developer, Chase Merchant or Authorized Employee) to breach or otherwise violate this User Agreement or act in any manner inconsistent with or in conflict with this User Agreement. Without limiting each Authorized Employee's obligation to fully comply with this User Agreement (and such Authorized Employee's responsibility and liability for its failure to fully comply with this User Agreement), each Developer and Chase Merchant (as the case may be) shall cause all Authorized Employees, purporting to be acting for or on behalf of such Developer or Chase Merchant, to comply with this User Agreement and shall do and execute, and arrange for the executing of, each act, document and thing that Paymentech may consider necessary or desirable to enable and assist Paymentech to enforce its rights under this User Agreement against such Authorized Employees. Breach of this User Agreement by an Authorized Employee shall also be deemed breach of this User Agreement by the Developer or Chase Merchant which such Authorized Employee purports to be acting for and on behalf of, and such Authorized Employee and applicable Developer or Chase Merchant shall be jointly and severally liable with respect to any such breach (and Paymentech shall have the right to pursue remedies against any one or more Developers, Chase Merchants or Authorized Employees without any obligation to give notice to or to pursue all Developers, Chase Merchants or Authorized Employees, or to give notice to or pursue any individual Developer, Chase Merchant or Authorized Employee, before pursuing any other Developer, Chase Merchant or Authorized Employee).

11. Further Rights, Responsibilities or Obligations.

a. Except as otherwise agreed in writing by the Person against whom any such obligation is sought to be enforced, neither Paymentech nor any Developer, Chase Merchant, Authorized

Employee or other Person shall be obligated to (i) provide, disclose or otherwise make available any particular information, (ii) enter into, or participate in, any project, transaction or other relationship or (iii) execute any agreement or document or take, continue or forgo any action whatsoever (including, without limitation, participation in any relationship, or execution of any agreement, relating to the use of any Application to submit data to, or obtain data from, the Paymentech Processing Environment in connection with a Merchant's access to and use of Paymentech Services or relating to the Chase Merchant Program). Except as otherwise agreed in writing by the Person against whom any such restriction is sought to be enforced, neither Paymentech nor any Developer, Chase Merchant, Authorized Employee or other Person shall be precluded or otherwise restricted from (i) providing, disclosing or otherwise making available information to any other Persons, (ii) pursuing discussions regarding, entering into, or participating in, projects, transactions or other relationships with any other Persons or (iii) executing any agreements or documents or taking any other actions (whether or not such information, projects, transactions, relationships, agreements, documents or actions are the same or similar any being provided, disclosed, made available, discussed, entered into, participated in, executed or taken in connection with this User Agreement).

b. In particular, and without limiting the foregoing, while it is acknowledged that Paymentech, Affiliates of Paymentech, Paymentech's or such Affiliate's respective officers, directors, employees or agents or other Persons may, in connection with this User Agreement, access to or use of aspects of this Web Site and the Resources or the development, testing and evaluation of Applications, provide a Developer, a Chase Merchant, an Authorized Employee or other Persons with assistance, suggestions, advice, test results, estimates, forecasts, acceptances and other forms of input, feedback and cooperation, it is agreed that such input, feedback, cooperation or other acts or omissions of Paymentech, Paymentech's Affiliates, such officers, directors, employees or agents nor any other Person shall not (except as otherwise expressly agreed in writing by Paymentech) constitute binding acceptances, approvals, consents, authorizations, verifications, validations, attestations, confirmations or other commitments or constitute evidence of satisfaction of or compliance with any standards, guidelines, qualifications or other requirements (including, without limitation, acceptance or approval of any Application as may be required for use of such Application in order to submit data to, or obtain data from, the Paymentech Processing Environment in connection with a Merchant's access to and use of Paymentech Services or commitment to make Paymentech Services available to any Merchant). Neither Paymentech, Paymentech's Affiliates, their respective officers, directors, employees or agents nor any other Person shall have any responsibility for, or incur any obligation or liability as a result of, any such input, feedback, cooperation provided, or other acts or omissions taken, in connection with this User Agreement, access to or use of aspects of this Web Site and the Resources or the development, testing and evaluation of Applications.

12. Indemnification.

a. It is hereby acknowledged and agreed that by entering into this User Agreement and making aspects of this Web Site and the Resources available in accordance with this User Agreement, Paymentech shall not assume and should not be exposed to the business and operational risks associated with any Developer's or Chase Merchant s, as the case may be, business, including, without limitation, any risks associated such Developer's or Chase

Merchant's access to and use of this Web Site and such Resources and such Developer's development, evaluation, testing and use of any Application. Each Developer shall provide all Developer Content, each Chase Merchant shall provide all Chase Content and each Developer and Chase Merchant shall provide all other products, supplies, materials, personnel (including, without limitation, Authorized Employees), equipment, services and other resources, necessary to access and use this Web Site and such Resources and, if applicable, develop, evaluate, test and use any Application as permitted by this User Agreement (and shall be solely responsible for reviewing, confirming the accuracy of, evaluating, interpreting and making use of any and all programming, software, files, data, information and other content transmitted to, obtained from or otherwise used in connection with this Web Site and such Resources, including, without limitation, the Resources, Developer Content, Chase Merchant Content, Embedded Content and Applications), and Paymentech shall not have any responsibility for any expenses, losses or actions incurred or undertaken by any Developer, Chase Merchant or Authorized Employee in connection therewith.

b. With respect to use of any Application by or for a Merchant, as permitted by this User Agreement, the Developer of such Application shall be solely responsible for such use, including, without limitation, for establishing and maintaining contractual agreements with, between or among Merchants and other Persons as necessary or appropriate to provide for use of such Application by or for such Merchant, in all cases in compliance with Applicable Laws, Applicable Rules and this User Agreement and without violating the rights of any other Person, or causing Paymentech to incur any liability to any such Person. All such contractual agreements shall include security, confidentiality, indemnification and other provisions (intended to protect Paymentech, and Paymentech's Affiliates, from liability arising from use of such Applications by or for such Merchants) as requested by Paymentech from time to time (collectively, "Paymentech/Developer Provisions") and each Developer shall, upon Paymentech's request, provide Paymentech with evidence of compliance with this requirement. All such contractual agreements shall make Paymentech a third party beneficiary of all Paymentech/Developer Provisions contained therein.

c. With respect to a Chase Merchant's access to Resources (including, without limitation, the Chase Merchant Program Requirements made available by or through this Web Site), as permitted by this User Agreement, such Chase Merchant shall be solely responsible for establishing and maintaining contractual agreements with, between and among JPMC and other Persons as necessary or appropriate to provide for such Chase Merchant's participation in the Chase Merchant Program (and shall be solely responsible for monitoring and interpreting such Resources and determining particular requirements with which it must comply in connection therewith), in all cases in compliance with Applicable Laws, Applicable Rules and this User Agreement and without violating the rights of any other Person, or causing Paymentech to incur any liability to any such Person. All such contractual agreements shall include security, confidentiality, indemnification and other provisions (intended to protect Paymentech, and Paymentech's Affiliates, from liability arising from such Chase Merchants participation in the Chase Merchant Program) as requested by Paymentech from time to time (collectively, "Paymentech/Chase Merchant Provisions") and each Chase Merchant shall, upon Paymentech's request, provide Paymentech with evidence of compliance with this requirement. All such

contractual agreements shall make Paymentech a third party beneficiary of all Paymentech/Chase Merchant Provisions contained therein.

d. In light of the allocation of risk described above, each Developer and each Chase Merchant shall indemnify, defend and hold Paymentech, Paymentech's Affiliates and their respective officers, directors, employees or agents harmless from any and all damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of, under or in connection with any claim, demand, charge, action, cause of action or other proceeding relating to the conduct of such Developer's or Chase Merchant's business, including, without limitation, (i) such Developer's or Chase Merchant's (and its Authorized Employee's) access to and use of this Web Site and such Resources, (ii) such Developer's or Chase Merchant's (and its Authorized Employee's) use of any assistance, suggestions, advice, test results, estimates, forecasts, acceptances and other forms of input, feedback and cooperation provided by Paymentech, Paymentech's Affiliates, their respective officers, directors, employees or agents or any other Person in connection with any aspect of this Web Site or such Resources or this User Agreement or (iii) in the case of a Developer, such Developer's development, evaluation, testing and use of any Application. In addition, each Developer and each Chase Merchant (with respect to its own acts and omissions and the acts and omissions of each of its Authorized Employees) and each Authorized Employee (with respect to its own acts and omissions) shall indemnify, defend and hold Paymentech, Paymentech's Affiliates and their respective officers, directors, employees or agents harmless from any and all claims, demands, actions, causes of action, liabilities, proceedings, charges, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of, under or in connection with (i) access to or use of this Web Site or such Resources, (ii) breach of any representation or warranty made in or pursuant to this User Agreement, (iii) any claims of infringement of Intellectual Property rights said to have occurred because of acts or omissions pursuant to this User Agreement, (iv) any other acts or omissions in connection with this User Agreement or any failure to fully comply with this User Agreement, or (v) in the case of a Developer, any Merchant's use of the Application.

13. Disclaimer and Liability.

a. THIS WEB SITE AND THE RESOURCES ARE INTENDED SOLELY TO PROVIDE CERTAIN INFORMATION TO DEVELOPERS AND CHASE MERCHANTS (AS THE CASE MAY BE), AND FOR THE DEVELOPMENT, TESTING AND EVALUATION OF APPLICATIONS BY DEVELOPERS, AND ARE NOT INTENDED FOR ANY OTHER ACCESS OR USE. THEREFORE, SINCE THIS WEB SITE AND THE RESOURCES ARE NOT INTENDED FOR PRODUCTION PURPOSES OR FOR USE IN CONNECTION WITH ANY PRODUCTION ENVIRONMENT, ANY RESOURCES MADE AVAILABLE BY PAYMENTECH FROM TIME TO TIME (INCLUDING, WITHOUT LIMITATION, ANY TEST VERSION OF THE PAYMENTECH PROCESSING ENVIRONMENT) MAY OR MAY NOT BE AT THE LEVEL OF PERFORMANCE AND COMPATIBILITY OF ANY PRODUCTION ENVIRONMENT (INCLUDING, WITHOUT LIMITATION, THE PAYMENTECH PROCESSING ENVIRONMENT AND RELATED EQUIPMENT, SOFTWARE AND OTHER RESOURCES, AND DATA, INFORMATION AND OTHER

CONTENT, USED BY PAYMENTECH OR ITS AFFILIATES TO PERFORM PAYMENTECH SERVICES).

b. EACH DEVELOPER AND EACH CHASE MERCHANT (AS THE CASE MAY BE), AND EACH AUTHORIZED EMPLOYEE PURPORTING TO BE ACTING FOR AND ON BEHALF OF A DEVELOPER OR CHASE MERCHANT, IS BEING GIVEN ACCESS AND THE RIGHT TO USE THIS WEB SITE AND THE RESOURCES (AND ANY EMBEDDED SOFTWARE OR OTHER PROGRAMMING, SOFTWARE, FILES, DATA, INFORMATION AND OTHER CONTENT TRANSMITTED TO, OBTAINED FROM OR OTHERWISE USED IN CONNECTION WITH THIS WEB SITE AND SUCH RESOURCES) "AS IS" AND PAYMENTECH DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS (EITHER EXPRESS OR IMPLIED), WITH RESPECT TO THIS WEB SITE, SUCH RESOURCES OR SUCH CONTENT (OR ANY PART THEREOF OR INFORMATION OR ITEMS CONTAINED IN, OR RELATING TO, THIS WEB SITE, SUCH RESOURCES OR SUCH CONTENT) OR WITH RESPECT TO ANY OTHER MATTER OR THING, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PAYMENTECH KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. PAYMENTECH DOES NOT WARRANT THAT THE AVAILABILITY AND OPERATION OF THIS WEB SITE, SUCH RESOURCES AND SUCH CONTENT WILL BE CONTINUOUS, UNINTERRUPTED, SECURE OR ERROR-FREE (AND MAKES NO GUARANTEE OF ACCESS TO, USE OF OR ACCURACY OF, THIS WEB SITE, SUCH RESOURCES OR ANY ITEMS OR INFORMATION CONTAINED IN, OR RELATING THERETO).

c. NEITHER PAYMENTECH, ANY AFFILIATE OF PAYMENTECH NOR PAYMENTECH'S OR SUCH AFFILIATE'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO ANY DEVELOPER, CHASE MERCHANT, AUTHORIZED EMPLOYEE OR OTHER PERSON FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS USER AGREEMENT OR ACCESS TO OR USE OF ANY ASPECT OF THIS WEB SITE, SUCH RESOURCES OR SUCH CONTENT OR ANY ITEMS OR INFORMATION CONTAINED THEREIN OR RELATING THERETO.

14. Compliance with Applicable Laws and Applicable Rules. Each Developer, Chase Merchant and Authorized Employee shall comply with the requirements of all Applicable Laws and Applicable Rules in accessing, providing or using any aspect of this Web Site and the Resources, Developer Content, Embedded Content, Applications or any other items or information contained in or relating thereto. Paymentech shall not be bound by any provision of this User Agreement, or by any restriction, responsibility, duty or other obligation arising from or in

connection with any aspect of this User Agreement, this Web Site or the Resources, in violation of any Applicable Laws or Applicable Rules.

15. Binding Nature and Assignment. This User Agreement shall be binding on the parties to this User Agreement and their successors and assigns. No Developer, Chase Merchant or Authorized Employee shall have the right or power to assign this User Agreement (or any right or obligation under this User Agreement, as the case may be) without the prior written consent of Paymentech. Consent to an assignment shall not relieve any Developer, Chase Merchant or Authorized Employee of full responsibility for complete performance of all such Developer's, Chase Merchant's or Authorized Employee's obligations set forth in this User Agreement.

16. Severability. If any provision of this User Agreement is declared or found to be illegal, unenforceable or void, the illegality, unenforceability or invalidity of such provision shall not affect any of the remaining provisions of this User Agreement, and this User Agreement shall be construed as if the illegal, unenforceable or void provision is not contained in this User Agreement. This User Agreement shall be deemed modified to the extent necessary to render legal, enforceable and valid the provisions hereunder, and to comply with the Applicable Rules.

17. Force Majeure. Each party to this User Agreement shall be excused from performance under this User Agreement for any period, and the time of any performance shall be extended, to the extent reasonably necessary under the circumstances, to the extent that such party is prevented or delayed from performing, in whole or in part, its obligations under this User Agreement, as a result of any strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation or delivery of materials, floods, severe weather or other acts of God, embargoes, governmental actions (including, without limitation, export and import regulations currently in existence or which may be imposed hereafter) or any other cause beyond the reasonable control of such party, similar to, or different from, the causes enumerated above, and such nonperformance shall not be a default hereunder or a ground for termination hereof.

18. Waiver and Remedies. No failure or delay on the part any party to this User Agreement in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof. In addition, no Developer's, Chase Merchant's or Authorized Employee's obligations or liabilities under this User Agreement shall in any way be affected or released by any extension of time, forbearance or waiver which may be granted to any other Developer, Chase Merchant or Authorized Employee or result with respect to any other Developer, Chase Merchant or Authorized Employee by reason of any circumstances whatsoever (whether applicable to any or all Developers, Chase Merchant's or Authorized Employees), including, but not limited to, any amendments or modifications to this User Agreement. While the remedies set forth in Section 13 of this User Agreement constitute each Developer's, Chase Merchant's and Authorized Employee's sole and exclusive remedies, the remedies of Paymentech or Paymentech's Affiliates set forth in this User Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to Paymentech or Paymentech's Affiliates at law, in equity or otherwise, and may be enforced by Paymentech or Paymentech's Affiliates, as the case may be, concurrently or from time to time.

19. Headings. The headings in this User Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

20. Notices. All notices required or permitted to be given under this User Agreement shall be in writing. Any such notices shall be delivered by a Developer or Chase Merchant (as the case may be), or an Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, to Paymentech by first class mail, postage prepaid, at Chase Paymentech, 14221 Dallas Parkway, Dallas, Texas 75254, Attention: Legal Dept. Any such notices shall be delivered by Paymentech to a Developer, Chase Merchant or Authorized Employee, as the case may be, by first class mail, postage prepaid, to the address for such Developer or Chase Merchant provided to Paymentech during the registration process for access to and use of this Web Site (or by email to the email address for such Developer or Chase Merchant provided to Paymentech during such registration process). Notice shall be deemed given on the third (3rd) day after the day it is deposited in a regular depository of the United States Mail (if delivered by first class mail, postage prepaid, as permitted above) and shall be deemed given twenty-four (24) hours after email is sent (if delivered by email as permitted above) unless the sending party is notified that the email address is invalid. Any such address for Paymentech may be changed by Paymentech's modification of this Web Site as provided in Section 5 of this User Agreement. Any such address or email address for a Developer or Chase Merchant may be changed by such Developer's or Chase Merchant's (as applicable) modification of information provided to Paymentech during the registration process as permitted by this Web Site.

21. Entire Agreement. This User Agreement constitutes the entire agreement between the parties to this User Agreement with respect to the subject matter hereof. This User Agreement wholly cancels, terminates and supersedes any and all previous letters, agreements and understandings between the parties to this User Agreement with respect to the subject matter hereof, whether oral or written, and is the only agreement between them with respect to the subject matter hereof. The notices, acknowledgments, descriptions, policies, procedures, terms, conditions and other agreements applicable to any aspect of this Web Site or the Resources are incorporated in, and made a part of, this User Agreement by reference. In the event of any conflict or inconsistency between this User Agreement and any notices, acknowledgments, descriptions, policies, procedures, terms, conditions and other agreements applicable to any aspect of this Web Site or the Resources, this User Agreement shall prevail.

22. Governing Law. This User Agreement shall be deemed to be made under the laws of the State of Texas, U.S.A., and for all purposes shall be construed, interpreted and governed in accordance with such laws (without giving effect to principles of conflict of laws). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this User Agreement, any items or information provided by Paymentech or any other aspect of performance by the parties to this User Agreement. To the extent that any Developer or Chase Merchant (as the case may be), or any Authorized Employee purporting to be acting for and on behalf of such Developer or Chase Merchant, may be entitled, in any jurisdiction, to claim for itself or its assets any sovereign or other immunity (from suit, legal process or otherwise) in respect of commercial or other acts, or to the extent in any such jurisdiction there may be attributed to any Developer, Chase Merchant or Authorized Employee, or their respective assets, such immunity (whether or not claimed), each Developer, Chase Merchant and Authorized

Employee hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction. The foregoing waiver of immunity shall have irrevocable effect for the purposes of the United States Foreign Sovereign Immunities Act of 1976. If Paymentech or any Affiliate of Paymentech brings any legal action or other proceeding to enforce this User Agreement, or as a result of a dispute hereunder or breach by any Developer, Chase Merchant or Authorized Employee of any of the provisions hereof, and Paymentech or such Affiliate of Paymentech prevails in such action or proceeding, Paymentech or such Affiliate of Paymentech, as the case may be, shall be entitled to recover its attorneys' fees and other costs reasonably incurred in connection therewith. Each Developer, Chase Merchant and Authorized Employee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of any state or federal court sitting in Dallas County, Texas over any suit, action or proceeding arising out of or relating to this User Agreement (and each Developer, Chase Merchant and Authorized Employee agrees not to commence any action, suit or proceeding relating thereto except in such courts). Service of any process, summons, notice or document by U.S. registered mail addressed to the address set forth in Section 20 of this User Agreement shall be effective service of process for any action, suit or proceeding brought against any Developer, Chase Merchant or Authorized Employee in any such court. Each Developer, Chase Merchant and Authorized Employee hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought against any Developer, Chase Merchant or Authorized Employee in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any suit, action or proceeding brought in any such court shall be conclusive and binding and may be enforced in any other courts to whose jurisdiction a party is or may be subject by suit upon such judgment.

Updated 8-15-2013