

Payment Services Agreement

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Braintree Payment Services Agreement Effective Through 5/22/15

This Payment Service Agreement ("Agreement") is made effective as of the date set forth below by and between Braintree, a division of PayPal (as defined herein) ("Braintree", "we" or "our") and the entity and/or individual who enters into this Agreement ("Merchant" or "you"). This Agreement sets out the terms and conditions under which Merchant may utilize the Payment Service as defined below. By clicking on the "I AGREE" button at the end of this Agreement, or, if in hard copy, by signing below, or by continuing to use the Payment Service, it becomes a legally binding contract.

Agreement

Section 1 – Payment Services

1.01 The Payment Services include Payment Processing Services and/or Gateway Services.

1.02 Payment Processing Services:

Braintree provides Merchants with the ability to accept credit and debit card payments on a website or mobile app. The Payment Services includes a Gateway (as defined below), a bank sponsored merchant account, fraud protection tools, recurring billing functionality, payment card storage, foreign currency acceptance, white glove customer support, and other software, APIs and other services and technology as described on the Braintree website. In addition to the terms of this Agreement, you will be subject to the terms of the acquiring financial institutions providing card processing services to Braintree.

1.03 Gateway Service:

Braintree will provide you with the software and connectivity required to allow real-time secure data transmission and processing of credit and debit card payments.

1.02 License Grant.

If you are using our software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then Braintree grants you a revocable, non-exclusive, non-transferable license to use Braintree's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your use in connection with the Payment Service. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all Braintree documentation accompanying the software. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software. You acknowledge that all rights, title and interest to Braintree's software are owned by us.

1.04 Independent Contractors.

The relationship of Braintree and Merchant is that of independent contractors. Neither Merchant nor its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of Braintree, nor do they have any authority to bind Braintree by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise

1.05 Compliance With Laws.

a. Merchant will comply with the rules and regulations of all applicable card and payment schemes (including, as appropriate the rules and regulations of Visa, MasterCard, Discover, American Express and any or their affiliate and/or successor organizations) and all other such associations and all applicable laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Payment Service. Merchant agrees to comply with any federal or regional Automated Clearing House rules applicable to automatic and electronic transfer of funds including without limitation, laws, regulations, and rules governing correct authorizations by consumers and businesses, disclosures and notices required in connection with electronic funds transfer, and all necessary waivers and releases. Merchant shall be solely responsible for credits, returns, disputes, chargebacks and all costs associated with data transmissions. Merchant will be solely responsible to obtain accurate credit card and ACH information and authorization from its customers, and will transmit said information to Braintree via the internet or service originally agreed upon by all parties.

b. Braintree agrees to comply with the Payment Card Industry ("PCI") Data Security Standard ("DSS") of Visa and MasterCard. Merchant can verify Braintree's compliance with the PCI DSS by viewing the Global List of PCI DSS Validated Compliant Service Providers on Visa's website at http://usa.visa.com/merchants/risk_management/cisp.html and given the availability of this list from Visa.

1.06 Access.

Merchant understands and agrees that, if applicable, it has contracted with a third party provider that may have access to the Payment Service. Merchant hereby grants the third party provider access and authorizes Braintree to take all reasonable steps to provide such access. All actions taken by Braintree in this regard will be a part of the Payment Service for purposes of this Agreement and Braintree shall have no liability under this Agreement for such access.

1.07 Customer Data.

a. "Customer Data" shall mean the following information regarding Customers who agree to save their payment information with the Payment Service (including, but not limited to, Venmo Touch) that Merchant understands and agrees may be collected from Customers: name, billing address, shipping address, billing zip code, unique Customer ID, card number, CVV, card expiration date, tracking ID, public key, token, merchant identification, payment methods, stored value card

number, PIN, email, ID, cookies, time zone, language, operating Service, browser, JavaScript settings, cookie setting and flash settings, User Agent, http header, IP, type of mobile device, mobile carrier and any other data or information that Braintree or Venmo must request from the Customer sufficient for the payment processor to process the transaction and provide fraud screening, information security and compliance, and any other information that the Customer provides to Braintree.

b. Braintree will obtain an independent ownership right in any data transmitted by the Customer to Braintree, even if the information first passes through Merchant's servers. Such Customer Data will constitute Braintree's Confidential Information and Intellectual Property for purposes of this Agreement. To the extent Merchant provides to Braintree any data similar to Customer Data (collectively "Other Customer Data") that Braintree does not own, Merchant hereby grants Braintree a perpetual, irrevocable, sub-licensable, assignable, royalty-free license to use, reproduce, electronically distribute, and display all such Other Customer Data for the purposes of (i) providing Venmo Touch to Customers, Merchant, and other Participating Merchants; (ii) preparing internal reports for use by Braintree or its corporate group to manage their business; (iii) data analytics, developing and analyzing data metrics, anonymising Personal Data (as defined below) and other analysis purposes, and to publish in aggregated form the results of such analyses; (iv) providing fraud screening services to the Merchant and/or third parties; (v) processing and/or resolving chargebacks or other disputes; (vi) complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of Personal Data in accordance with local laws and (vii) any other purpose for which consent has been provided by the Customer(together the "Agreed Purposes").

c. FOR EU MERCHANTS. For the purposes of this section, the following definitions shall apply:

"Data Controller" shall have the meaning given in the EU Data Protection Directive 95/46/EC as implemented in the country where the Merchant is established.

"Data Protection Requirements" means the EU Data Protection Directive (95/46/EC), the EU Electronic Communications Data Protection Directive (2002/58/EC) (as amended) and all applicable local laws and regulations

implementing such Directives together with any similar laws or regulations anywhere in the world (to the extent applicable) as they may pertain to a data controller or the equivalent thereof.

"Personal Data", means any information relating to an identified or identifiable natural person as defined in EU Data Protection Directive 95/46/EC as implemented in the country where the Merchant is established.

"Processing" shall have the meaning given in the EU Data Protection Directive 95/46/EC as implemented in the country where the Merchant is established.

(i.)The Parties acknowledge that the provision of the Payment Service and Customer Data shall require the Processing of Personal Data and each Party shall be responsible for complying with its respective obligations under the applicable Data Protection Requirements.

(ii.)The Merchant acknowledges that Personal Data may be held in the US but that the organizations holding such Personal Data hold current and valid safe harbor certificates.

(iii.)The Parties acknowledge where Personal Data is made available to Braintree for the Agreed Purposes, Braintree shall act as a Data Controller or co-Data Controller with the Merchant such Agreed Purposes.

(iv.)In respect of the Agreed Purposes, and in all instances in which the Merchant is a Data Controller, the Merchant warrants and undertakes to Braintree that it has satisfied the appropriate Data Protection Requirements in relation to the disclosure of such Personal Data to Braintree for the Agreed Purposes including any complying with any appropriate notice or consent requirements.

The Payment Services are not to be understood to mean 'the payment services' as defined by EU Directive 2007/64/EC on payment services in the internal market.

Section 2 – The Payment Service

2.01 Providing Payment Service.

During the term of this Agreement, Braintree shall use its commercially reasonable efforts to provide the Payment Service 24x7 consistent with its practices in effect as of the date of this Agreement. However, the parties

acknowledge that the Payment Service is computer network based services which may be subject to outages and delay occurrences. In such an event, Braintree shall use its commercially reasonable efforts to diligently and promptly remedy any and all material interruptions. Braintree will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the Payment Service.

Section 3 - Payment of Fees

3.01 Fees in General.

Merchant shall pay fees to Braintree as set forth in the application for the Payment Service, as set forth on Braintree's website and as disclosed to Merchant in any other documents or materials by Braintree.

3.02 Fees for Payment Service.

Merchant agrees to pay Braintree for the Payment Service via deduction of all applicable fees directly from Merchant's bank account. Merchant shall provide Braintree with all necessary bank account, routing and related information. Braintree will deduct automatically all such fees and charges on the first business day of each month for the preceding month's services. Interest shall accrue at the lesser of 1.0% per month or the maximum amount permitted by applicable law ("Late Fee") for any fees that remain unpaid beyond any due dates. In the event of a dispute made in good faith as to the amount of fees, Merchant agrees to remit payment on any undisputed amount(s); and, the Late Fee shall not accrue as to any disputed amounts unless not paid within thirty (30) calendar days after said dispute has been resolved by both parties.

Section 4 - Term and Termination

4.01 Term.

The initial term of this Agreement shall continue on until terminated as set forth herein. Notwithstanding any other provisions in this Agreement, either party may terminate this Agreement, without cause, by providing the other party with one (1) days written notice.

4.02 Upon any termination of this Agreement, Braintree agrees, upon written request from Merchant, to provide the Merchant with any available credit card

information relating to Merchant's Customers subject to the following conditions: (i) Merchant must provide Braintree with proof that Merchant is in compliance with the PCI DSS standards by giving Braintree a certificate or report on PCI DSS compliance from a qualified provider and any other information reasonably requested by Braintree; (ii) the transfer of such information is compliant with the latest version of the PCI DSS Standard; and (iii) the transfer of such information is allowed under the applicable card association rules, and any applicable laws, rules or regulations.

Section 5 – Obligations

5.01 Confidential Information.

The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation, in the case of Braintree, information concerning the Payment Service and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder

and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.

5.02 Indemnification.

Merchant agrees to indemnify, defend, and hold harmless Braintree, its employees or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Merchant or any employee, agent or affiliate of Merchant to comply with the terms of this Agreement; (ii) any warranty or representation made by Merchant being false or misleading; (iii) negligence of Merchant or its subcontractors, agents or employees; or (iv) any representation or warranty made by Merchant or any employee or agent of Merchant to any third person other than as specifically authorized by this Agreement.

5.03 Disclaimer of All Warranties.

THE PAYMENT SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. BRAINTREE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BRAINTREE OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF BRAINTREE'S OBLIGATIONS.

5.04 LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PAYMENT SERVICE, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL BRAINTREE'S TOTAL AGGREGATE LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY MERCHANT TO BRAINTREE UNDER THIS AGREEMENT DURING THE FIRST TWELVE MONTH PERIOD AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

5.05 Taxes.

Merchant shall pay, indemnify and hold Braintree harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Braintree's income; and (ii) all government permit fees, customs fees and similar fees which Braintree may incur with respect to this Agreement. Such taxes, fees and duties paid by Merchant shall not be considered a part of, a deduction from, or an offset against, payments due to Braintree hereunder.

5.06 Merchant represents and warrants to Braintree as follows:

a. Merchant has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Merchant in accordance with its terms and no provision requiring Merchant's performance is in conflict with its obligations under any constitutional document, charter or any other agreement (of whatever form or subject) to which Merchant is a party or by which it is bound.

b. Merchant is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Merchant's business make such authorization necessary or required.

5.07 Trademarks.

a. License to Braintree Trademarks. Subject to the terms and conditions of this Agreement, Braintree grants Merchant the nonexclusive, non-sublicensable, and non-transferable right and license to use Braintree's trademarks used to identify the Payment Service (the "Trademarks") during the term of this Agreement solely in conjunction with the use of the Payment Service. The Braintree Trademarks licensed as of the date hereof are identified in Exhibit A. Braintree grants no rights in the Trademarks or in any other trademark, trade name, service mark, business name or goodwill of Braintree except as licensed hereunder or by separate written agreement of the parties. Merchant agrees that it will not at

any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to Braintree (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, Merchant will immediately cease all display, advertising and use of all of the Trademarks and will not thereafter use, advertise or display any trademark, trade name or product designation which is, or any part of which is, similar to or confusing with any Trademark or with any trademark, trade name or product designation associated with Braintree or any of Braintree's products and services.

b. License to Merchant Trademarks. Venmo Touch uses the Participating Merchants' trademarks and logos within and outside of Participating Merchant apps to identify Participating Merchants to Venmo Touch customers and potential customers, and for purposes of operating Venmo Touch (collectively "Trademark Uses"). Examples of Trademark Uses include, but are not limited to, reminding Venmo Touch customers where their stored payment method was last used, and explaining to customers how Venmo Touch works. Subject to the limitations in this Agreement, Merchant grants Braintree the non-exclusive right and license to use Merchant's trademarks and logos during the term of this Agreement in connection with the Trademark Uses. Upon termination of this Agreement, this license will survive for up to ninety (90) days for use solely in connection with the ordinary operation of Venmo Touch in order to inform Venmo Touch customers of the merchant at which their stored payment method was last used. Merchant grants no rights in the Merchant Trademarks or in any other trademark, trade name, service mark, business name or goodwill of Merchant except as licensed hereunder or by separate written agreement of the parties. Braintree agrees that it will not at any time during or after the term of this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Merchant Trademark (including, without limitation registering or attempting to register any Merchant Trademark). Within ninety (90) days of the expiration or termination of this Agreement, Braintree will promptly cease, and will request all Participating Merchants to cease, all display and use of the Merchant Trademarks in connection with Venmo Touch. Subject only to the limited rights expressly granted under this Agreement, Merchant or its licensors retain all right, title and interest, including all intellectual property rights, in and to the Merchant Trademarks.

5.08 Intellectual Property.

"Intellectual Property" means all of the following owned by a party: (i) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by a party in its Intellectual Property shall be defined, collectively, as "Intellectual Property Rights." Other than the express licenses granted by this Agreement, Braintree grants no right or license to Merchant by implication, estoppel or otherwise to the Payment Service or any Intellectual Property Rights of Braintree. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of Braintree, in the Payment Service) and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. Braintree (and not Merchant) shall have the sole right, but not the obligation, to pursue Intellectual Property protection, in its sole discretion, for the Payment Service and any Intellectual Property Rights incorporated therein. Merchant will cooperate with Braintree in pursuing such protection, including without limitation executing and delivering to Braintree such instruments as may be required to register or perfect Braintree's interests in any Intellectual Property Rights and any assignments thereof. Merchant shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from Braintree in connection with this Agreement.

5.09 Data Security Compliance.

Merchant agrees to comply with privacy and security requirements under the Payment Card Industry Data Security Standard ("Association Requirements") with regards to Merchant's use, access, and storage of certain credit card non-public personal information ("Cardholder Information") on behalf of Braintree. Visa, MasterCard, Discover, American Express, any ATM or debit networks, and the other financial service card organizations shall be collectively known herein as "Associations." Merchant shall comply with its obligations under any applicable law or regulations as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use, and disclosure of Cardholder Information. Merchant agrees that it shall protect the privacy of Cardholder Information to at least the same extent that Braintree must maintain that confidentiality under the Association Requirements or applicable law. Merchant agrees to ensure that any agent, including a subcontractor, to whom it provides Cardholder Information received from, or created or received by Merchant on

behalf of Braintree, agrees to the same restrictions and conditions that apply through this Agreement to Merchant with respect to such information. Upon five (5) business days' notice or immediately upon any unauthorized access to, use or disclosure of any Cardholder Information, Braintree may at its discretion, conduct an on-site audit and review of Merchant's procedures and Services.

5.10 Data Accuracy.

Merchant shall provide Braintree with data necessary for the electronic funds transfer ("collection data") in the form and at the times prescribed by Braintree and shall make periodic checks and updates necessary to cause the collection data to be current and accurate at all times. The format and schedule requirements for delivery of collection data by Merchant may be changed by Braintree during the term of this Agreement, and Merchant shall deliver collection data in conformity with changed requirements set forth from time to time by Braintree. Merchant warrants to Braintree that all data and entries delivered to Braintree by Merchant will (a) be correct in form, (b) contain true and accurate information, (c) be fully authorized by the consumer or business, and (d) be timely under the terms and provisions of this Agreement

5.11 Compliance with Export Controls.

You may not export the Payment Service in violation of U.S. Department of Commerce export administration regulations.

5.12 Compliance with Acceptable Use Policy

In connection with your use of the Payment Services, or in the course of your interactions with Braintree, you will comply at all times with the Braintree Acceptable Use Policy accessible at the following address:

<https://www.braintreepayments.com/legal/acceptable-use-policy>.

Section 6 – General Provisions

6.01 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

6.02 Waiver.

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

6.03 Assignment.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of Braintree. Braintree may assign this Agreement in its sole discretion without the written consent of Merchant.

6.04 Amendments.

This Agreement may be amended by Braintree by posting a new version of this Agreement within the control panel or any place that Merchant has access to in order to view the revised Agreement. Any new version of this Agreement will immediately replace in its entirety this Agreement.

6.05 Section Headings.

The section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.06 Entire Agreement; Binding Effect.

This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

6.07 Publicity.

Merchant hereby grants Braintree permissions to use Merchant's name in its marketing materials including, but not limited to use on Braintree's website, customer listings, in interviews and press releases.

6.08 Survival.

All representations, covenants and warranties shall survive the execution of this Agreement, and all terms that by their nature are continuing shall survive the termination or expiration of this Agreement.

6.09 Contracting Entity, Notice, Governing Law, and Jurisdiction. "PayPal" in this agreement refers to the company listed below that corresponds to your domicile, which is the country of Merchant's residence (if Merchant an individual) or the place where Merchant is incorporated (if Merchant is a company, corporation, or other legal entity). Braintree shall be required to treat a notice given by Merchant as valid only if the notice is sent by mail or courier to the address given below that corresponds to Merchant's domicile.

6.10 Notice.

a. Notice to Merchant. Merchant agrees that Braintree may provide notice to Merchant by posting it on Braintree's website, emailing it to Merchant, or sending it to Merchant through postal mail. Notices sent to Merchant by mail are considered received by Merchant within 3 business days of the date Braintree sends the notice unless it is returned to Braintree. In addition, Braintree may send Merchant emails, including, but not limited to as it relates to product updates, new features and offers and Merchant hereby consents to such email notification.

b. Notices to Braintree. Notice to Braintree must be sent by postal mail to the applicable address for notice, 222 W Merchandise Mart Plaza. Suite 800, Chicago, IL 60654.

c. Choice of law and jurisdiction. This Agreement shall be subject to the laws of the country listed under "Governing Law" for the country of Merchant's domicile in the table in the preceding section. The courts listed for Merchant's country of domicile shall have exclusive jurisdiction over all disputes arising in relation to this Agreement, subject to any applicable arbitration requirements.

Domicile	Contracting Entity	Address for Notice to PayPal	Governing Law	Courts with Exclusive Jurisdiction
United States	PayPal, Inc., a Delaware corporation in the United States whose address is eBay Park North, 2211 North First Street, San Jose, CA 95131	PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131	The State of California	Santa Clara County, California, or Omaha, Nebraska
Canada	PayPal CA Limited, a Canadian corporation whose address is Brunswick House, 44 Chipman Hill Suite 1000, Saint John NB E2L 2A9	PayPal CA Limited, Attention: Legal Department, 2211 North First Street, San Jose, California 95131	New Brunswick	New Brunswick, Canada
Australia	PayPal Australia Pty Limited, (ACN 111 195 389) whose address is L Level 23, 1 York Street, Sydney, NSW	PayPal Australia Pty. Limited, Locked Bag 10, Australia Square PO, Sydney NSW 1215	The State of New South Wales	New South Wales, Australia or where the defendant is located (in PayPal's case, New South Wales and in your case, your home address or principal place of business in Australia)

<p>A European Union country, Liechtenstein, Vatican City, Isle of Man, Guernsey, Jersey and San Marino</p>	<p>PayPal (Europe) Sàrl & Cie, SCA, a limited liability partnership registered as number R.C.S. Luxembourg B 118 349 having a registered office at 22-24 Boulevard Royal, L-2449, Luxembourg</p>	<p>PayPal (Europe) S.à.r.l. & Cie, S.C.A.Attention: Legal Department 22-24 Boulevard Royal L-2449, Luxembourg</p>	<p>English law (excluding data Privacy where it is Luxembourg regarding PayPal's obligations)</p>	<p>A country in the European Union, Liechtenstein, Vatican City, Isle of Man, Geurnsey, Jersey and San Marino</p>
<p>A country in Asia, South America (except Brazil), Africa or any country not listed elsewhere in this table</p>	<p>PayPal Pte. Ltd, a Singaporean company registered under number 200509725E and with a registered address of 5 Temasek Boulevard, #09-01 Suntec Tower Five, Singapore 038985</p>	<p>PayPal Pte. Ltd, Attn: Legal Department, 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985</p>	<p>Singapore</p>	<p>Singapore or where the defendant is located (in PayPal's case, Singapore, and in your case, your home address or principal place of business)</p>
<p>Brazil</p>	<p>PayPal do Brasil Serviços de Pagamentos Ltda., a Brazilian company, enrolled with the CNPJ/MF under number 10.878.448/0001-66, in the City of São Paulo, State of São Paulo, at Alameda Santos, 787, 8th floor</p>	<p>PayPal do Brasil Serviços de Pagamentos Ltda., Attention: Legal Department, Alameda Santos, 787, 8th floor, Conjunto 81, CEP</p>	<p>Brazil</p>	<p>Courts of the City of São Paulo, State of São Paulo with express waiver of any other court, however privileged they may be.</p>

Exhibit A

Braintree Trademarks

The Braintree Trademarks are "BRAINTREE SECURE PAYMENTS" word & design mark and "(padlock logo) BY BRAINTREE" word & design mark, in each case, solely in one of the formats and color schemes displayed at URL link:

<http://www.braintreepayments.com/gateway/badge>. Braintree's licensors' Trademarks are VENMO TOUCH™.

Merchant Trademarks

The Merchant Marks are: _____ . If executing this Agreement electronically, please provide Braintree written notice of the Merchant Trademarks promptly after execution of the Agreement.

Venmo Touch Additional Terms

Description of Venmo Touch. Venmo Touch is a payment method storage network that allows mobile payment makers to store their payment card information with Venmo Touch for future use with merchants who participate in the Venmo Touch network ("Participating Merchants"). When the Venmo Touch APIs and related software are added to the Merchant App, Venmo Touch will allow Customers using the Merchant App who provide payment information to Merchant the option to save that payment information with Venmo Touch for future use in the Merchant App or within the mobile merchant applications of Participating Merchants. Venmo Touch will store a certain data set (that is not his or her payment card number) on the Customer's mobile device so that the next time the Customer is prompted to provide payment information to Merchant, or if applicable, a Participating Merchant's mobile application, the Customer can opt to use the stored card. If a Customer has already saved payment information with Venmo Touch through another Participating Merchant's mobile application, when Merchant prompts the Customer for payment information in the Merchant App, the Customer will be given the option to pay using the payment information saved in the Participating Merchant's mobile application. If the Customer later seeks to pay for a purchase using another Participating Merchant's mobile application, Merchant agrees that, in accordance with the terms of Section 5 of the Agreement, Braintree may use one or more Merchant Trademarks to identify Merchant to Customer when presenting Customer's card as a reminder that he or she saved the card with Merchant. No payment

information is stored on the device itself.

Merchant Account. Merchant may receive from Braintree login credentials to access certain information regarding Venmo Touch (the "Merchant Portal"). Merchant is solely responsible for the confidentiality and use of its passwords, user names and account identifiers. In no event will Braintree be liable for any loss of Merchant data or other claims to the extent the same arose from unauthorized access to the Merchant Portal by obtaining a password, username or account identifier from Merchant or otherwise caused by a negligent or intentional act or omission of Merchant.

Merchant Integration. Merchant agrees to place in its Merchant App checkout flow the sign-up language for Venmo Touch and to implement the underlying check-out page interface developed by Braintree. Merchant will further provide Customer Data to Braintree which a Customer requests be sent to Braintree through Customer's use of Venmo Touch.

Functionality. Merchant will be solely responsible for testing the functionality of Venmo Touch as incorporated into the Merchant App.

Quality Assurance and Approval. After the Venmo Touch APIs and related software have been integrated into the Merchant App, Merchant will be solely responsible for submitting the Merchant App for quality assurance testing and any applicable third party approval or testing (for example, to Apple, Android, Blackberry or other mobile phone operating software manufacturer) prior to making the Merchant App commercially available.

Compliance with Applicable Law. Merchant will comply with all applicable laws, regulations, and platform requirements (including, without limitation, Apple's iOS Developer Program License Agreement, the Android Developer Distribution Agreement, and other similar operating Service provider agreements). This includes, but is not limited to Merchant doing the following: Merchant will make Merchant's privacy policy available to its Customers prior to allowing them to download the Merchant App and Merchant shall cooperate with Braintree in providing Venmo Touch Terms of Use and Privacy Policy to users of the Merchant App.

Promotional Commitments. Prominent placement of Venmo Touch save payment method

option in the payment flow for Customers adding a new payment method and Customers who have stored a payment method for use with Merchant but not yet been presented with the opportunity to also save that payment method with Venmo Touch as follows:

1. for Customers adding a new payment method inside the Merchant App: present the checkbox and copy provided by the Venmo Touch that allows Customers to also save a payment method with Venmo Touch in a position where the Customer can clearly see this option; and
2. for Customers who have a payment method stored with Merchant in the Merchant's Braintree vault who have not yet been presented with the opportunity to save that payment method with Venmo Touch: during the Customer's first checkout flow once the Venmo Touch has been added to the Merchant App or after the Customer's first purchase once the Venmo Touch has been added to the Merchant App, present the checkbox and copy provided by the Venmo Touch that allows Customer to also save payment methods with Venmo Touch in a position where the Customer can clearly see this option.

Braintree Customer Support. Braintree will provide all Customer support related solely to Venmo Touch through an online interface or a call number. Customer service calls related to the Merchant App or the products or services offered therein will be directed to and handled solely by Merchant.

Merchant Customer Support. Merchant agrees to provide Braintree's customer support information (877.434.2894) to Customers if Merchant receives customer support questions related to Venmo Touch.

Merchant Trademarks: Merchant will provide Braintree with the trademark for the Merchant App and the logo for the Merchant App by which Merchant wants its Merchant App known in Venmo Touch.

Braintree Payment Services Agreement

This Braintree Payment Services Agreement, and the agreements, policies, and documents incorporated herein, (this "Agreement"), is entered into by and between PayPal (as defined herein) ("Braintree," "we," or "our") and the entity or individual who enters into this Agreement ("Merchant" or "you"). This Agreement sets out the terms and conditions under which you may utilize the Braintree Payment Services.

This Agreement becomes a legally binding contract and is effective as of the earliest date you do any of the following (the "Effective Date"):

Create an account on the Braintree website;

Accept this agreement online; or

Begin using the Braintree Payment Services.

This Agreement, as it may be amended from time to time, will be available on the "Legal" tab on the Braintree website. In addition to the terms of this Agreement, you agree to be bound by the terms of our Privacy Policy and Acceptable Use Policy, as well as your applicable Bank Agreement(s), which are incorporated herein by this reference.

Please be advised that if you are domiciled in the United States, this Agreement contains provisions, including an Agreement to Arbitrate, that govern how claims you and Braintree have against each other are resolved, which will, with limited exception, require the parties to submit claims they may have against one another to binding and final arbitration. Under the Agreement to Arbitrate, the parties will (1) only be permitted to pursue claims against each other on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Agreement

Section 1 - Braintree Payment Services

1.01 "Braintree Payment Service(s)" means the Payment Processing Services or Gateway Services defined as follows:

(a) "Payment Processing Services" means the payment processing services offered by Braintree which provide merchants with the ability to accept credit cards, debit cards, and other payment methods on a website or mobile application. These services include Gateway Services, a bank-sponsored merchant account, fraud protection tools, recurring billing functionality, payment card storage, foreign currency acceptance, white glove customer support, and other software, APIs and services and technology as described on the Braintree website.

(b) "Gateway Services" means the gateway services offered by Braintree which provide Merchants with the software and connectivity required to allow real-time secure data transmission for processing of credit and debit card payments on a website or mobile application.

Section 2 - Fees and Taxes

2.01 Fees

In exchange for us providing you with the Braintree Payment Services, you agree to pay us the fees, including applicable transaction, multi-currency and Chargeback fees, as listed in the fee schedule, available at <https://www.braintreepayments.com/pricing>, and incorporated herein by this reference. We reserve the right to revise our fees at any time, subject to a thirty (30) day notice period to you prior to the new fees taking effect.

Interest shall accrue at the lower rate of 1.5% per month, or the maximum amount permitted by law, on all overdue amounts. In the event that you have a good faith dispute as to the amounts due, you agree to pay the undisputed amounts. Interest shall not accrue on any disputed amounts so long as you pay such amounts within thirty (30) calendar days after resolution of the dispute.

Payment of Fees, Payouts, and Right to Set-off

Subject to the terms of this Agreement, Braintree will send to your Bank Account all amounts due to you from your Transactions, minus any fees, Reversals, Invalidated Payments, Chargebacks, Refunds or other amounts that you owe to

Braintree under this Agreement. If the Payout is not sufficient to cover the amounts due, you agree that we may debit your Bank Account for the applicable amounts, and/or set-off the applicable amounts against future Payouts. Upon Braintree's request, you agree to provide Braintree with all necessary bank account routing and related information and grant Braintree permission to debit amounts due from your Bank Account.

2.03 Taxes

Merchant shall pay, indemnify, and hold Braintree harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Braintree's income, and (ii) all government permit fees, customs fees and similar fees which Braintree may incur with respect to this Agreement. Such taxes, fees and duties paid by Merchant shall not be considered a part of, a deduction from, or an offset against, payments due to Braintree hereunder.

Section 3 -Restricted Activities, Representations and Warranties

3.01 Restricted activities

In connection with your use of the Braintree Payment Services, you must comply with the Braintree Acceptable Use Policy:

<https://www.braintreepayments.com/legal/acceptable-use-policy>.

You agree that you will not:

(a) Breach this Agreement, your Bank Agreement, or any other agreement that you have entered into with us in connection with the Braintree Payment Services;

(b) Violate any federal, state, or local laws, rules, or regulations applicable to your business;

(c) Violate any rule, guideline, or bylaw of any of the Associations (the "Association Rules"), as they may be amended by the Associations from time to time. Some of the Association Rules are available for Visa, Mastercard, American Express, and Discover.

(d) Fail to provide us with any information that we reasonably request about you or your business activities, or provide us with false, inaccurate or misleading information;

(e) Refuse to cooperate in a legal investigation or audit that may be required by the Associations;

(f) Integrate or use any of the Braintree Payment Services without complying with our requirements;

(g) Utilize recurring billing functionality without properly obtaining your customers' consent to be billed in such a manner;

(h) Submit any Transaction for processing through the Braintree Payment Services which does not represent a bona fide, permissible Transaction as outlined in this Agreement and in the Association Rules, or which inaccurately describes the product or services being sold or the charitable donations being made; and

(i) Process Transactions or receive payments on behalf of any other party, or redirect payments to any other party.

3.02 Representations and Warranties by Merchant

Merchant has the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against Merchant and no provision requiring Merchant's performance is in conflict with its obligations under any agreement to which Merchant is a party.

Merchant is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Merchant's business operates.

Section 4 - Liability for Invalidated Payments and other Liabilities

You are liable for all claims, expenses, fines and liability we incur arising out

of:

(a) a Chargeback, Refund, over-payment, payment error, or other invalid payment you cause (collectively "Invalidated Payment"); ;

(b) any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and

(c) any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the Braintree Payment Services.

In the event of an Invalidated Payment or other liability, we may deduct the amounts due to Braintree from your Payouts.

Section 5 - Actions We May Take

5.01 Credit Report Authorization and Verification of Information

You authorize Braintree, directly or through third parties, to make any inquiries or take any actions we consider necessary to validate your identity, evaluate your creditworthiness, and verify information that you have provided to us. You authorize Braintree to obtain financial and credit information, such as pulling your personal credit report, or the credit report for your directors, officers, and principals. By completing your application to become a Braintree customer, you are providing Braintree with written instructions and authorization in accordance with the Fair Credit Reporting Act to obtain such financial information or credit reports.

In the event that we are unsuccessful in receiving satisfactory information for us to verify your identity or determine that you are creditworthy, Braintree reserves the right to terminate this Agreement with immediate notice to you, cease to provide access to the Braintree Payment Services, and refuse or rescind any payment by your customers.

5.02 Actions by Braintree

If we believe that your Transactions pose an unacceptable level of risk, that you have breached the terms of this Agreement, or that your account has been

compromised, we may take various actions to avoid liability. The actions we may take include, but are not limited to, suspending or limiting your ability to use the Braintree Payment Services, refusing to process any Transaction, reversing a Transaction, holding your Payouts, and contacting your customers to verify Transactions and reduce potential fraud and disputes. If possible, we will provide you with advance notice of our actions and resolution steps. However, advance notice will not be provided if there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity.

5.03 Reserves

Braintree, in its sole discretion, may place a Reserve on a portion of your Payouts in the event that we believe that there is a high level of risk associated with your business. If we place a reserve on your Payouts, we will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of your Payouts are held for a certain period of time, that a fixed amount of your Payouts are withheld from payout to you, or such other restrictions that Braintree determines in its sole discretion. Braintree may change the terms of the Reserve at any time by providing you with notice of the new terms.

Braintree may hold a Reserve as long as it deems necessary, in its sole discretion, to mitigate any risks related to your Transactions. You agree that you will remain liable for all obligations related to your Transactions even after the release of any Reserve. In addition, we may require you to keep your Bank Account available for any open settlements, Chargebacks and other adjustments.

5.04 Security Interest

To secure your performance of this Agreement, you grant to Braintree a legal claim to the funds held in the Reserve. This is known in legal terms as a "lien" on and "security interest" in these amounts.

Section 6 - Account Security, Data, Intellectual Property and Publicity

6.01 Security of your access

You agree to:

(a) Not allow anyone else to have or use your password details and to comply with all reasonable instructions we may issue regarding account access and security. In the event you share your password details, Braintree will not be liable to you for losses or damages;

(b) Keep your personal details up to date. We may be unable to respond to you if you contact us from an address, telephone number or email account that is not registered with us; and

(c) Take all reasonable steps to protect the security of the personal electronic device through which you access the Braintree Payment Services (including, without limitation, using PIN and/or password protected personally configured device functionality to access the Braintree Payment Services and not sharing your device with other people).

6.02 Data Security Compliance

Merchant agrees to comply with applicable data privacy and security requirements under the Payment Card Industry Data Security Standard ("Association PCI DSS Requirements") with regards to Merchant's use, access, and storage of certain credit card non-public personal information on behalf of Braintree. Additionally, Merchant agrees to comply with its obligations under any applicable law or regulation as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use, and disclosure of cardholder information.

6.03 Ownership of Data

All Customer Data shall be owned by Merchant and Merchant hereby grants Braintree a perpetual, irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display Customer Data for the following purposes: (i) providing and improving the Braintree Payment Services; (ii) internal usage, including but not limited to, data analytics and metrics so long as such Customer Data has been anonymized and aggregated with other customer data; (iii) complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of information in accordance with local laws; and (iv) any other purpose for

which consent has been provided by the Customer.

6.04 Software License

Braintree grants you a revocable, non-exclusive, non-transferable license to use Braintree's APIs, developer's toolkit, and other software applications (the "Software") in accordance with the documentation accompanying the Software. This license grant includes all updates, upgrades, new versions and replacement software for your use in connection with the Braintree Payment Services. If you do not comply with the documentation and any other requirements provided by Braintree, then you will be liable for all resulting damages suffered by you, Braintree and third parties. Unless otherwise provided by applicable law, you agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. Upon expiration or termination of this Agreement, you will immediately cease all use of any Software.

6.05 Trademark License

Braintree grants you a revocable, non-exclusive, non-transferable license to use Braintree's trademarks used to identify the Braintree Payment Service (the "Trademarks") solely in conjunction with the use of the Braintree Payment Service. Merchant agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to Braintree (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, you will immediately cease all display, advertising and use of all of the Trademarks.

6.06 Intellectual Property

Other than the express licenses granted by this Agreement, Braintree grants no right or license by implication, estoppel or otherwise to the Braintree Payment Service or any Intellectual Property Rights of Braintree. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of Braintree, in the Braintree Payment Service) and all Intellectual Property Rights therein, subject only to the rights and licenses

specifically granted herein.

6.07 Publicity

Merchant hereby grants Braintree permissions to use Merchant's name and logo in its marketing materials including, but not limited to use on Braintree's website, in customer listings, in interviews and in press releases.

6.08 Confidential Information

The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the Braintree Payment Services and the know how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

Section 7 - Indemnification, Limitation of Liability, Disclaimer of Warranties

7.01 Indemnification

Merchant agrees to indemnify, defend, and hold harmless Braintree, its parent, affiliates, officers, directors, agents, employees and suppliers from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) your breach of this Agreement or any other agreement you enter into with Braintree or its suppliers in relation to your use of the Braintree Payment Services; (ii) your use of the Braintree Payment Services; and/or (iii) your violation of any applicable law, regulation, or Association Rules and requirements.

7.02 LIMITATION OF LIABILITY

BRAINTREE SHALL NOT BE LIABLE TO YOU OR A THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BRAINTREE PAYMENT SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF BRAINTREE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL BRAINTREE'S TOTAL AGGREGATE LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY MERCHANT TO BRAINTREE UNDER THIS AGREEMENT DURING THE FIRST TWELVE (12) MONTH PERIOD AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

7.03 Disclaimer of Warranties

THE BRAINTREE PAYMENT SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. BRAINTREE DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE

GIVEN BY BRAINTREE OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF BRAINTREE'S OBLIGATIONS.

The parties acknowledge that the Braintree Payment Service is a computer network based service which may be subject to outages and delay occurrences. As such, Braintree does not guarantee continuous or uninterrupted access to the Braintree Payment Services. Merchant further acknowledges that access to the Braintree website or to the Braintree Payment Services may be restricted for maintenance. Braintree will make reasonable efforts to ensure that Transactions are processed in a timely manner; however, Braintree will not be liable for any interruption, outage, or failure to provide the Braintree Payment Services.

Section 8 - Term and Termination, Data Portability

8.01 Term and Termination

The term of this Agreement shall commence on the Effective Date and shall continue on until terminated as set forth herein. You may terminate this Agreement, without cause, by providing Braintree with notice of your intent to terminate, or by ceasing to use the Braintree Payment Services.

Braintree may terminate this Agreement or suspend services to you if any of the following occurs: (1) we are required by the Associations, the acquiring bank, or an order from a regulatory body to cease providing services to you; (2) we believe that you have breached this Agreement, or are likely to do so; (3) if we determine that your use of the Braintree Payment Services carries an unacceptable amount of risk, including credit or fraud risk; or (4) any other legal, reputational, or risk-based reason exists, in Braintree's sole discretion. In the event that Braintree must terminate this Agreement, Braintree shall provide you with written notice as soon as reasonably practicable.

After termination by either party as described above, Merchant shall no longer have access to, and shall cease all use of the Braintree Payment Services. Any termination of this Agreement does not relieve Merchant of any obligations to pay any fees, costs, penalties, Chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

8.02 Data Portability

Upon any termination of this Agreement, Braintree agrees, upon written request from Merchant, to provide Merchant's new acquiring bank or payment service provider ("Data Recipient") with any available credit card information relating to Merchant's Customers ("Card Information"). In order to do so, Merchant must provide Braintree with all requested information including proof that the Data Recipient is in compliance with the Association PCI-DSS Requirements and is level 1 PCI compliant. Braintree agrees to transfer the Card Information to the Data Recipient so long as the following applies: (a) the transfer of such information is compliant with the latest version of the Association PCI-DSS Requirements; and (a) the transfer of such information is allowed under the applicable Association Rules, and any applicable laws, rules or regulations.

Section 9 - General Provisions

9.01 Independent Contractors

The relationship of Braintree and Merchant is that of independent contractors. Neither Merchant nor any of its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of Braintree, nor do they have any authority to bind Braintree by contract or otherwise to any obligation. None of such parties will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise.

9.02 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

9.03 Waiver

No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

9.04 Assignment

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of Braintree. Braintree may assign this Agreement in its sole discretion without the written consent of Merchant.

9.05 Amendment

We may amend this Agreement at any time by posting a revised version of it on our website under the "Legal" section of our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with 30 days' prior notice of any substantial change by posting notice under the "Policy Updates" section contained in the "Legal" section of our website. If you do not agree to the updated terms, you can terminate your Agreement by providing us with notice in the manner indicated below in Section 9.09. If you provide us with termination notice within 30 days of the date of update, then your current terms and conditions shall apply during this notice period.

9.06 Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

9.07 Survival

Sections 2 (Fees and Tax), 4 (Liability for Chargebacks, Invalidated Payments and other Liabilities), 5 (Actions We May Take), 6.08 (Confidential Information), 7 (Indemnification, Limitation of Liability, Disclaimer of Warranties), 8 (Term and Termination, Data Portability), 9 (General Provisions), and Exhibit "A"

(Definitions), as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

9.08 Communication; Recording Calls; and Availability of Contractual Documents

You consent to receive autodialed or prerecorded calls and text messages from Braintree at any telephone number that you have provided us or that we have otherwise obtained to (i) notify you regarding your account; (ii) collect a debt; (iii) resolve a dispute; (iv) contact you about exclusive offers; or (v) as otherwise necessary to service your account or enforce the Agreement. Standard telephone minute and text charges may apply.

We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the Agreement, our policies, or any other agreement we may have with you. You agree these service providers may also contact you using autodialed or prerecorded calls and text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.

Braintree may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Braintree or its agents for quality control and training purposes or for its own protection.

If you have a question or complaint relating to the Braintree Payment Services or your Transactions, please contact the Braintree customer support as defined in the "Contact" tab of the Braintree website.

The general terms and conditions for the Braintree Payment Services will be available at all times on www.braintreepayments.com in the "Legal" tab, and/or be made available during signup process as an electronic copy per e-mail. You may request at any time free of charge electronic copy of your contractual documents.

9.09 Notices, Contracting Entity, Governing Law, and Jurisdiction

a. Contracting Entity. "PayPal," "Braintree," "we," and "our" in this agreement

refer to the contracting entity listed in the chart below that corresponds to your domicile, which is the country of Merchant's residence (if Merchant is an individual) or the place where Merchant is incorporated (if Merchant is a company, corporation, or other legal entity).

b. Notice to Merchant. Merchant agrees that Braintree may provide notices and disclosures to Merchant by posting them on Braintree's website, emailing them to Merchant, or sending them to Merchant through postal mail. Notices sent to Merchant by postal mail are considered received by Merchant within three (3) Business Days of the date Braintree sends the notice unless it is returned to Braintree. Disclosures and notices posted on Braintree's website or emailed shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. Furthermore, you understand and agree that if Braintree sends you an email but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, Braintree will be deemed to have provided the communication to you. In addition, Braintree may send Merchant emails, including, but not limited to, those relating to product updates, new features and offers and Merchant hereby consents to such email notification. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy.

c. Notices to Braintree. Notice to Braintree shall be considered valid only if sent by postal mail to the applicable address for notice as designated in the below chart and based off of your country of domicile.

d. Choice of law and jurisdiction. This Agreement shall be subject to the laws of the country listed under "Governing Law" for the country of Merchant's domicile in the below table. The courts listed for Merchant's country of domicile shall have exclusive jurisdiction over all disputes arising in relation to this Agreement.

Domicile	Contracting Entity	Address for Notice to PayPal	Governing Law	Courts with Exclusive Jurisdiction
		PayPal, Inc.,		

United States	PayPal, Inc., a Delaware corporation in the United States whose address is eBay Park North, 2211 North First Street, San Jose, CA 95131	Attention: Legal Department, 2211 North First Street, San Jose, California 95131	See 9.10 below	See 9.10 below
Canada	PayPal CA Limited, a Canadian corporation whose address is Brunswick House, 44 Chipman Hill Suite 1000, Saint John NB E2L 2A9	PayPal CA Limited, Attention: Legal Department, 2211 North First Street, San Jose, California 95131	New Brunswick	New Brunswick, Canada
Any other country or region other than the European Union, Australia, Liechtenstein, Vatican City, Isle of Man, Guernsey, Jersey or San Marino.	PayPal Pte. Ltd, a Singaporean company registered under number 200509725E and with a registered address of 5 Temasek Boulevard, #09-01 Suntec Tower Five, Singapore 038985	PayPal Pte. Ltd, Attn: Legal Department, 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985	Singapore	Singapore or where the defendant is located (in PayPal's case, Singapore, and in your case, your home address or principal place of business)

9.10 Governing Law and Agreement to Arbitrate for Merchants Domiciled in the United States

This Section 9.10 applies only to merchants domiciled in the United States.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND BRAINTREE HAVE AGAINST EACH OTHER ARE RESOLVED.

A. Governing Law

You and Braintree agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between the parties, except as otherwise stated in this Agreement.

B. Agreement to Arbitrate

You and Braintree agree that any and all disputes or claims that have arisen or may arise between you and Braintree shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this provision.

THE PARTIES ALSO AGREE THAT YOU AND BRAINTREE MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND BRAINTREE AGREE OTHERWISE, THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER BRAINTREE MERCHANTS.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. All issues are for the arbitrator to decide, except that issues relating to arbitrability, or the scope or enforceability of this Agreement to Arbitrate, shall be for a court of competent jurisdiction to decide. If a court decides that any part of this Section 9.10 is invalid or unenforceable, the other parts of this Section 9.10 shall still apply.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Braintree may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Braintree subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Braintree may attend by telephone, unless required otherwise by the arbitrator(s).

The arbitrator(s) will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different merchants, but is/are bound by rulings in prior arbitrations involving the same merchant to the extent required by applicable law. The arbitration award shall be final and binding and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

EXHIBIT A - Definitions

"Agreement" means this Braintree Payment Services Agreement, including all exhibits and other agreements and documents incorporated herein.

"Associations" means, collectively, Visa, MasterCard, Discover, American Express, any ATM or debit network, and the other financial service card organizations.

"Association PCI-DSS Requirements" has the definition ascribed to such term in Section 6.02.

"Association Rules" has the definition ascribed to such term in Section 3.01(c).

"Bank Account" means the bank account that you specify to receive your Payouts.

"Bank Agreement" means the agreement provided by the financial institution that is providing the acquiring services.

"Business Day" means a day where banks are generally open in the United States.

"Card Information" is defined in Section 8.02 above.

"Chargeback" means a challenge to a payment that a buyer files directly with his or her credit or debit card issuer.

"Confidential Information" has the definition ascribed to such term in Section 6.08.

"Control Panel" is the user interface for the Braintree Payment Services.

"Customer(s)" means the customer of the Merchant.

"Customer Data" means all information that Customer provides in the course of making a payment to you.

"Data Recipient" is defined in Section 8.02 above.

"Intellectual Property" means all of the following owned by a party: (a) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (b) patents, patentable inventions, computer programs, and software; (c) databases; (d) trade secrets and the right to limit the use or disclosure thereof; (e) copyrights in all works, including software programs; and (f) domain names.

"Intellectual Property Rights" means the rights owned by a party in its Intellectual Property.

"Invalidated Payment" is defined in Section 4(a) above.

"Merchant" or "you" means the entity and/or individual who enters into this Agreement.

"PayPal," "Braintree," "we," and "our" mean the entity listed in the chart in Section 9.09(c) under "Contracting Entity," based off your country of domicile.

"Payout" means the amount due to you from your Transaction minus our fees and any

Refunds, Chargebacks, Reversals, or other amounts due to Braintree.

"Reversal" means any payment that Braintree reverses to your customer.

"Refund" means a refund issued by you through the Braintree Control Panel or through your API access.

"Reserve" means an amount or percentage of your Payouts that we hold in order to protect against the risk of Reversals, Chargebacks, or any other risk, exposure and/or potential liability to us related to your use of the Braintree Payment Services.

"Restricted Activities" means any breaches of our Acceptable Use Policy and any activity specified in Section 3.01.

"Software" is defined in Section 6.04.

"Trademark(s)" is defined in Section 6.05.

"Transaction" means a transfer of funds between you and a third party related to the sale of goods and/or services, or charitable donations.