

YAPSTONE PAYOR USER AGREEMENT

(This User Agreement is applicable to YapStone, Inc., including YapStone, Inc., doing business as RentPayment, DuesPayment, VacationRentPayment, InnPayment, and StorageRentPayment)

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER.

1. About YapStone.

This YapStone Payor User Agreement (“**Agreement**”) describes the terms and conditions that apply to Your (“**You**”, or “**Your**”, “**Yourself**”) use of services offered by **YapStone Inc.**, a Delaware corporation (doing business as **RentPayment, DuesPayment, VacationRentPayment, InnPayment, and StorageRentPayment**) located at 2121 N. California Blvd., Suite 400, Walnut Creek, CA 94596 (collectively “**YapStone**”). YapStone provides a technology platform that allows Your landlord, property management company, vacation rental provider, internet marketplace, or other payee (“**Payee**”) who provides You goods or services, such as a property rental, (such services by the Payee to You are referred to here as “**Payee Services**”) to electronically receive payment due from You for Payee Services provided to You (e.g. rent/deposits, homeowner association dues and assessments, etc.) (collectively, “**Amount(s) Due**”). You are a User (as defined below). The Amount Due and the associated Payee Services are governed by the contract between You and the Payee. We provide services, which may include, but are not limited to the following: a platform for processing online, mobile, phone and walk-in credit/debit/prepaid card and ACH/eCheck transactions, credit reporting services, rent-by-text reminders, transaction history, currency conversion, customer service and other ancillary services (the “**Service(s)**”) as described more fully below in Section 3.

2. Consent to Terms.

By using the Services, providing Your information to YapStone, or authorizing payment(s) described below, You agree to be bound by: (i) this Agreement, (ii) YapStone’s Website Terms of Use available at: www.YapStone.com/terms-of-use/, and (iii) YapStone’s Privacy Policy available at: <http://www.YapStone.com/privacy-policy/> (collectively, “**Terms**”). You should read through all of the Terms carefully. The Terms constitute a legally binding agreement between You and YapStone.

The terms of this Agreement are effective as of the date that You use the Services (the “**Effective Date**”). If You use the Services on behalf of a business, You represent and warrant that You can enter into this Agreement with YapStone on behalf of that business, that You accept the terms and conditions contained herein on behalf of that business, and that You have received a copy of the Agreement.

3. The Services.

3.1 Description of the Services.

YapStone is a licensed provider of money transmission services and, if any portion of the Services constitutes regulated money transmission, such money transmission will be provided by YapStone

pursuant to YapStone's licenses. See <http://www.yapstone.com/legal/licenses/> for additional information and for disclosures that YapStone is required to post by certain jurisdictions.

YapStone provides access to a payments platform for: (i) rental property owners and rental property managers (collectively, "**Rent Payees**") who wish to engage YapStone as its agent for accepting payments from its renters ("**Rent Users**"); (ii) individuals wishing to make an electronic payment (the "**Participating Users**") to a Payee; and (iii) for other legal entities ("**Participating Payee**") who wish to engage YapStone as its payment processor for accepting payments from the Participating Payee's users ("**Payor Users**") for goods and services that it directly or indirectly provides the Payor User. Unless specified, all references to "**User(s)**" in this Agreement shall include Rent Users, Participating Users, and Payor Users. Unless specified, "**Payee**" includes Rent Payees and Participating Payees.

As part of its Services, YapStone enables Users to pay Amounts Due to Payees and may include the use of a credit/debit/prepaid card, ACH/eCheck from Your bank account, and other payment methods that YapStone may offer from time to time ("**Payment Method**") through the YapStone websites (including, without limitation, www.YapStone.com, www.rentpayment.com, or any other website operated by YapStone or its affiliates, and any subdomain of any such websites), mobile application, or API (the "**Website**"), phone payments via YapStone's call center, and/or other channels that YapStone may offer from time to time. The Services may be provided by YapStone in conjunction with its third-party service providers.

You acknowledge and agree that, as it relates to Amounts Due: (i) Your payment is for a transaction between You and a Payee and not with YapStone or any of YapStone's affiliates; and, (ii) in any given transaction, YapStone is a third-party payment facilitator operating on behalf of either You or a Payee. For information regarding the YapStone Fees, as defined below, please see Section 4. Refund requests related to Amounts Due should be directed to Your Payee.

You acknowledge that YapStone acts as the Rent Payee's and Participating Payee's limited agent for the limited purpose of receiving, collecting, facilitating, transmitting and/or processing payments. Where we make the payment from You to a Payee who is *not* a Rent Payee or Participating Payee, we make the payment on Your behalf only, and not as the agent of the Payee. In any event, upon receipt of Your payment, YapStone's sole obligation shall be to remit the funds to Your Payee. YapStone has no responsibility or liability to You with regard to the provision of the Payee Services. When a Rent User or Payor User pays the applicable Rent Payee or Participating Payee through YapStone's Services, and where YapStone acts as the agent of the Rent Payee or Participating Payee, the Rent User's or Payor User's debt to the Rent Payee or Participating Payee will have been extinguished; and, the Payee shall have no recourse against You if You made Your payment to YapStone in YapStone's capacity as agent for the Payee. Where we make the payment from You to a Payee who is *not* a Rent Payee or Participating Payee, we make the payment on Your behalf only, and do not receive Your funds as the agent of the Payee. Thus, where the Payee is *not* a Rent Payee or Participating Payee,

Your Payment to YapStone does not extinguish Your debt to Your Payee until the funds are delivered to such Payee.

You will be sent a confirmation acknowledging the processing of Your payment.

3.2 Availability of Services.

You acknowledge that, if Your access to the Services is contingent upon an agreement between YapStone and a Rent Payee or Participating Payee, then the applicable Rent Payee or Participating Payee may limit or terminate Your access to Services; and, if YapStone's agreement with such Rent Payee or Participating Payee is terminated, YapStone may immediately terminate Your ability to use the Services and Your access to Your Account. Where the Payee is *not* a Rent Payee or Participating Payee, YapStone may terminate Your ability to use the Services for any or no reason.

3.3 Modification of Services.

You acknowledge that YapStone has the right to change the content or technical specifications of any aspect of the Services at any time at YapStone's sole discretion. You acknowledge that such modifications may result in Your being unable to access the Services.

4. YapStone Fees.

4.1 YapStone Fees. YapStone may charge You a fee to use the Services and YapStone will disclose the fee to You prior to processing Your payment ("**YapStone Fee(s)**"). The YapStone Fees are charged by YapStone for providing the value added Services as described in detail in Sections 1 and 3 above. YapStone Fees are separate from the Amounts Due and are for services provided by YapStone on behalf of You or Payee that are separate from the Payee Services (the services provided to You by the Payee directly). YapStone Fees are not surcharges. Refund requests related to YapStone Fees should be directed to YapStone. YapStone reserves the right to modify its YapStone Fees at any time, provided that no modification will apply retroactively. If You have scheduled automatic payments ("**AutoPay**") and the associated YapStone Fee amount is changed, You will be directly or indirectly notified of this change in advance.

4.2 Processing Errors. If there is an error in the processing of Your transactions, You authorize YapStone to debit or credit Your Payment Method to resolve such error. If YapStone is unable to debit the Payment Method You select for any reason, You authorize YapStone to resubmit the debit plus any applicable YapStone Fee, to any other Payment Method that You have on file with YapStone.

5. Consent and Authorization to Use Payment Method.

You represent and warrant that You have the legal right and authority to utilize Your Payment Methods and authorize YapStone to debit such Payment Methods in accordance with this Agreement.

You hereby authorize YapStone to store Your Payment Method Instrument details or credentials where You have created an Account with YapStone, or elected to participate in AutoPay.

You hereby authorize charges to Your Payment Methods, in the amounts You authorize from time to time, which may include YapStone Fees, Amounts Due, any relevant taxes YapStone is obligated to collect on behalf of a governmental agency. You also authorize the crediting or debiting of Your Payment Method by YapStone for any chargebacks, refunds, or adjustments made through the Services.

6. Your Information; Privacy.

6.1 Representations and Warranties Related To Your Information. In order to use and continue to use the Service, You represent and warrant that: (i) upon request, You will provide information and/or documents about Yourself that is true, accurate, current, and complete; (ii) where applicable, advise YapStone of updates to Your information to keep it true, accurate, current and complete; and (iii) You are at least eighteen (18) years old. You acknowledge that YapStone is relying on Your representations as a condition of providing You with the Services. If You provide information that is untrue, inaccurate, not current or incomplete, or if YapStone has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, YapStone, without limiting any other remedies, reserves the right to suspend or terminate Your access to the Service and to hold any funds that You submitted through the Services. You may not and agree not to use the Service for any illegal purpose or in any manner inconsistent with this Agreement. You acknowledge that if required by applicable law, YapStone may hold any funds that You submitted through the Services.

6.2. Privacy Policy. You understand and agree that any information You provide to YapStone (including Your personal and financial information) is subject to YapStone's Privacy Policy, available at: www.YapStone.com/privacy-policy/. By agreeing to this Agreement, You hereby agree to such Privacy Policy, which may be updated from time to time. If YapStone decides to change its Privacy Policy, it will post those changes on its Website.

6.3. Personal Data. YapStone may use Your data in a manner set out in YapStone's Privacy Policy, or as required by applicable law, and as further described in this Agreement. YapStone processes Your data in order to provide the Services, to verify Your identity, Your location or payment information in connection with YapStone's Services or those of its Users or Payees, or in order to comply with YapStone's legal and regulatory obligations, as well as for group administration and management purposes. If You do not provide Your personal data, YapStone will not provide the Services. Please note that the information You provide to YapStone in using the Service or the Website may be transferred outside the United States for the purposes specified in the Privacy Policy. You provide Your personal information at Your own risk. YapStone, through its parent company, YapStone Holdings, Inc., has certified that it adheres to the Privacy Shield Program. For more information on transfers of personal data, please visit <http://www.YapStone.com/legal/privacy-shield/>.

6.4. Email Communications. By using YapStone's Services, You consent to receive emails from YapStone about its portfolio of products. You have the right to opt-out of the receipt of electronic marketing mail from YapStone (as described in the Privacy Policy) at any time. However, to provide the Services, YapStone will continue to send You emails regarding Your Account and Your use of the Services.

7. Payment Cancellation, Credit, Chargebacks, and Refunds.

You agree and acknowledge that upon Your request, for payments You believe were improperly processed, YapStone, in its sole discretion, may cancel a payment made through the Services at any time prior to YapStone making the payment to a Payee. **If a payment dispute arises after YapStone makes payment to a Payee, the responsibility to settle the payment dispute rests with You and the Payee.**

8. Account, Password, and Security.

You may be asked to create an account with YapStone to access the Services ("**Account**"), which allows us to remember You, store certain identifying information (such as a password, Your email address, or Your mobile phone number, and other information related to You or Your Payment Method details credentials to allow us to provide the Services. In that case, You will create a password when completing the Account creation process. You are solely responsible for maintaining the confidentiality of Your password, restricting access to Your Account, and are fully responsible for all activities occurring on Your Account. You agree to notify YapStone immediately if You notice unauthorized use of Your password, unauthorized access to Your Account, unauthorized access to Your information, or any other breach of security. You agree that YapStone is not liable for any damages or loss arising from Your failure to comply with this section. **Your Account is not a bank account, credit account, prepaid account savings account or transaction account, such as a demand deposit account; and You are not able to make withdrawals from the Account.** Either You or YapStone may close Your access to the Services and/or Account at any time. You may close Your Account by sending an e-mail to customerservice@yapstone.com to: (i) request deactivation of Your Account; (ii) access to the Services; (iii) and/or cancel any future AutoPay. You will remain liable for all outstanding payments and YapStone Fees due to YapStone at the time of cancellation, as well as any YapStone Fees or amounts related to transactions that are initiated prior to cancellation.

9. Unclaimed Property.

If we are not able to provide a refund to, or return funds due to, You to the Payment Method You used to make a payment, and those funds are deemed abandoned as set forth in any applicable unclaimed property laws, we send such funds to the appropriate state or jurisdiction.

10. Liability and Indemnification.

10.1 Your Liability. You shall be liable to YapStone, its parent companies and subsidiaries, and the directors, officers, employees, and agents of each ("**YapStone Parties**") for any and all Claims (as defined below) arising out of or in connection with (i) Your misuse of the Payee

Services, Services, or Website; (ii) any breach (or, as to defense obligations only, any alleged breach) of Your obligations in this Agreement or any breach of Your representations, warranties, or obligations set forth in this Agreement; or (iii) Your negligence, fraud, misrepresentation, willful misconduct, violation of applicable law, violation of card network rules, or infringement of the rights of any person or entity.

10.2 YapStone Liability. YapStone shall be liable to You, if any, for any and all Claims (as defined below) arising out of or in connection with YapStone's gross negligence, fraud, misrepresentation, willful misconduct, violation of applicable law, or infringement of the rights of any person or entity.

10.3 Indemnification Process. The party seeking indemnification pursuant to this Section 10 (the "*Indemnitee*") shall: (a) promptly notify the other party (the "*Indemnitor*"), in accordance with Section 13.3, of the Claim for which indemnification is sought, but in no event longer than five (5) business days of the Indemnitee's knowledge of the Claim; (b) make all reasonable efforts to provide Indemnitor with all information and material in Indemnitee's possession regarding the Claim; (c) furnish to Indemnitor such assistance as Indemnitor may reasonably request in connection with the investigation, settlement and defense of the Claim; and (d) grant Indemnitor sole control over the defense and settlement of the Claim. Within ten (10) days of Indemnitor's receipt of the notice of the Claim or demand, Indemnitor shall notify the Indemnitee as to whether Indemnitor is assuming the entire control (subject to this Section) of the defense, compromise or settlement of the matter, including the counsel that Indemnitor has selected. The Indemnitor shall institute and maintain any such defense diligently and reasonably and shall keep the Indemnitee fully advised as to the status thereof. Further, Indemnitor shall not dispose of or settle any such Claim in Indemnitee's name or in any manner which may adversely affect Indemnitee's rights or interests (which includes, without limitation, any settlement that imposes pecuniary or other liability or an admission of fault or guilt on the Indemnitee or would require the Indemnitee to be bound by an injunction of any kind) without Indemnitee's prior written consent, which consent shall not be unreasonably withheld or delayed. Indemnitee shall not be liable hereunder for any settlement entered into without its prior written consent (which consent shall not be unreasonably withheld or delayed).

10.4 Definition of "Claim." "*Claim*" means an action, allegation, assessment, cause of action, cease and desist letter, charge, citation, claim, demand, directive, fine, lawsuit or other litigation or proceeding, or notice issued or submitted by, from or on behalf of a third party, including any governmental agency, and all resulting judgments, bona fide settlements, penalties, damages (including consequential, indirect, special, incidental or punitive damages), losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, expenses and costs) incurred in connection therewith.

11. Disclaimers and Limitation of Liability.

11.1 Disclaimers. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT: (i) THE SERVICES, WEBSITES, AND ALL CONTENT, SOFTWARE, MATERIALS AND OTHER

INFORMATION PROVIDED BY YAPSTONE OR OTHERWISE ACCESSIBLE TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND (ii) YAPSTONE AND ITS RESPECTIVE AFFILIATES AND SUPPLIERS MAKE NO WARRANTY OF ANY KIND (AND DISCLAIM ALL WARRANTIES OF ANY KIND) WITH RESPECT TO THE FOREGOING, WHETHER EXPRESS, STATUTORY OR IMPLIED, AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, YAPSTONE MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YAPSTONE MAKES NO WARRANTY REGARDING THE QUALITY OF THE PAYMENT SERVICES.

11.2 The Internet. YapStone and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the Internet and other globally linked computer networks, or the web sites established thereon including the Website, will be uninterrupted or error free.

11.3 Limitation of Liability.

11.3.1 YOU AGREE THAT YAPSTONE SHALL NOT BE LIABLE FOR: ANY FAILURES CAUSED BY ANY PERSON OR ENTITY OTHER THAN YAPSTONE THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF A PAYMENT, OR THE SERVICES.

11.3.2 EXCEPT WHERE YOU COMMIT FRAUD OR MISUSE THE SERVICES AND EXCEPT WHERE THE CLAIM IS SUBJECT TO INDEMNIFICATION UNDER SECTION 10 OF THIS AGREEMENT: (i) IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOST PROFITS OR FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); AND (ii) IN NO EVENT WILL YAPSTONE’S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE GREATER OF: (a) THE AMOUNT OF PAYMENTS IN DISPUTE, OR (b) \$100 USD. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

12. Arbitration, Complaints, Dispute Resolution, and Governing Law and Forum.

12.1 ARBITRATION: Please read this Section carefully. It affects Your rights and will impact how claims You and YapStone may have against each other are resolved.

12.2 Complaint Process. If You wish to make a complaint about the Services, You can make a complaint by sending an e-mail to customerservice@yapstone.com. Most of Your concerns can be resolved through YapStone’s customer service department. YapStone’s goal is to learn about and try to resolve the underlying causes of the concern. To that end, the parties shall cooperate

and attempt in good faith to resolve any potential dispute promptly by discussions between persons who have authority to resolve the potential dispute. If the parties are unable to resolve the potential dispute amicably at that level, You shall report the potential dispute to YapStone's legal team at legal@YapStone.com. Any of Your disputes related to billing or YapStone Fees must be raised within ninety (90) days of the relevant transaction or they are deemed permanently waived by You.

12.3 Agreement to Arbitrate. ANY DISPUTE ARISING BETWEEN YOU AND YAPSTONE THAT CANNOT BE RESOLVED INFORMALLY AS DESCRIBED IN SECTION 12.2 (INCLUDING WITHOUT LIMITATION ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE ALLEGED BREACH THEREOF) SHALL BE FINALLY RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING THE AAA'S SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION WILL BE CONDUCTED IN THE ENGLISH LANGUAGE, BEFORE A SINGLE ARBITRATOR, IN THE CITY OF WALNUT CREEK, CALIFORNIA. THE ARBITRATOR SHALL DECIDE THE DISPUTE IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE OF CALIFORNIA. COSTS OF AAA WILL BE SHARED EQUALLY BY THE PARTIES, EXCEPT THAT THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY COSTS AND ATTORNEYS' YAPSTONE FEES IN ANY ARBITRATION WHERE THE PREVAILING PARTY PREVAILS IN CONNECTION WITH CLAIMS THAT A PARTY FAILED TO TIMELY REMIT YAPSTONE FEES OR AMOUNTS DUE TO THE OTHER PARTY.

12.4 Opt-Out Procedure. You can choose to reject this agreement to Arbitrate ("opt out") by sending YapStone a written opt-out notice by certified mail to the mailing address set forth in Section 12.9 of this Agreement. For new Users, the opt-out notice must be postmarked no later than thirty (30) days after the Effective Date. The opt-out notice must state that You do not agree to Arbitrate and must include Your name, address, phone number, and the email addresses provided at registration or on file with YapStone. You must sign the opt-out notice for it to be effective. This procedure is the only way You can opt out of the agreement to Arbitrate. Opting out of the agreement to arbitrate shall have no impact or effect upon any other provisions of this Agreement. If You exercise the opt out, then any legal action or proceeding relating to the Agreement shall be brought exclusively in the state or federal courts located in Alameda County, California, or Contra Costa County, California.

12.5 CLASS ACTION WAIVER AND JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN ARBITRATION, EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM RELATING OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BETWEEN THE PARTIES. TO THE EXTENT EITHER PARTY IS

PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

12.6 Applicable Law and Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws principles and You agree, with respect to any court action permitted under this Agreement, to exclusive personal jurisdiction in the state and federal courts located in the State of California, County of Contra Costa or County of Alameda. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 12 OF THIS AGREEMENT, IF YOU FAIL TO TIMELY REMIT FUNDS DUE TO YAPSTONE, YAPSTONE IS ALSO ENTITLED TO PURSUE A CLAIM IN SMALL CLAIMS COURT LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA OR COUNTY OF ALAMEDA (AND NOT BY ARBITRATION), PROVIDED THAT YAPSTONE'S CLAIM AMOUNT IS WITHIN THE JURISDICTIONAL LIMITATIONS OF SUCH COURTS.**

13. Miscellaneous.

13.1 Taxes.

You acknowledge and agree that YapStone may be required to collect taxes from You in connection with Your use of the Payee Services or Services, and to remit those taxes on Your or the Payee's behalf (and report any payments processed) to regulatory or government authorities. Further, You are responsible for: (i) determining, remitting, and reporting any and all taxes required to be collected, reported, or paid by You in connection with Your use of the Payee Services or Services; and, (ii) for any and all applicable taxes, including sales, use, lodging, or other taxes and duties imposed by governmental entities of whatever kind with respect to the transactions processed under this Agreement, including penalties and interest. YapStone is responsible for taxes based upon YapStone's net income.

13.2 Amendments to this Agreement.

YapStone may amend this Agreement, at any time with notice that YapStone deems to be reasonable under the circumstances, by posting the revised version on YapStone's Website, or by email (each, an "**Updated Agreement**"). The Updated Agreement will be effective as of the time it is posted, but will not apply retroactively. Your continued access or use of the Services will constitute Your acceptance of the Updated Agreement. If You disagree at any time with amendments made, You must contact YapStone at: customerservice@yapstone.com to cancel Your Services and Account, which will also terminate Your access to the Services. This Agreement may not otherwise be amended except by written agreement, signed by You and an authorized YapStone representative.

13.3 Notices.

All notices and other communications under this Agreement must be in writing and may be made by means of email or a posting on, or update to the YapStone Website. Notices to You will be delivered to the email address provided to YapStone or as modified by You through notice to YapStone or by posting on or update to the YapStone Website. Notices to YapStone can be made via email at legal@YapStone.com or via certified mail or overnight courier to: YapStone Inc., 2121 N. California Blvd., Suite 400, Walnut Creek, CA 94596.

13.4 E-Sign Consent.

YapStone and its affiliates and third party service providers may need to provide You with certain communications, notices, agreements, billing statements, or disclosures in writing ("**Communications**") regarding the Services. Your agreement to this E-sign Consent confirms Your ability and consent to receive Communications electronically from YapStone, its affiliates, and its third party service providers, rather than in paper form, and to the use of electronic signatures in our relationship with You ("**Consent**"). If You choose not to agree to this Consent or You withdraw Your Consent, You may be restricted from using the Services.

13.4.1 Electronic Delivery of Communications and Use of Electronic Signatures.

Under this Consent, YapStone may provide all Communications electronically by email, by text message, or by making them accessible via YapStone Websites. Communications include, but are not limited to, (1) agreements and policies required to use the Services (e.g. this Consent, the YapStone Privacy Policy, and this Agreement), (2) payment authorizations and transaction receipts or confirmations, (3) account statements and history, (4) and all federal and state tax statements and documents. We may also use electronic signatures and obtain them from You.

13.4.2 System Requirements.

To access and retain the electronic Communications, You will need the following:

- A computer or mobile device with Internet or mobile connectivity.
- For website-based Communications, a current web browser that includes 128-bit encryption. Minimum recommended browser standards are Microsoft Internet Explorer version 8.0 and above (see <http://www.microsoft.com/ie> for current version), Mozilla Firefox current version (see <http://www.mozilla.com> for current version), Apple Safari current version (see <http://www.apple.com/safari> for current version), or Chrome current version (see <http://www.google.com/chrome> for current version). The browser must have cookies enabled.
- For application-based Communications, a mobile phone operating system that supports text messaging, downloads, and applications from the Apple App Store or Google Play store.
- Access to the email address used to create an account for the Services.
- Sufficient storage space to save Communications and/or a printer to print them.

13.4.3 Paper Delivery of Communications.

You have the right to receive Communications in paper form. To request a paper copy of any Communication at no charge, please write to YapStone, Inc., 2121 N. California Blvd., Suite 400,

Walnut Creek, CA 94596, Attn: Legal within 180 days of the date of the Communication, specifying in detail the Communication You would like to receive.

13.4.4 Withdrawal of Consent to Electronic Communications.

You may withdraw Your consent to receive electronic Communications at any time, by writing to YapStone. However, withdrawal of Your consent to receive electronic Communications may result in termination of Your access to the Services. Any withdrawal of Your consent will be effective after a reasonable period of time for processing Your request.

13.4.5 Email Address.

It is Your responsibility to keep Your email address up-to-date and to notify YapStone of any changes in Your email address. You understand and agree that if YapStone 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 emails, YapStone will still be deemed to have provided the email to You.

13.5 Entirety and Severability.

This Agreement contains the entire understanding between You and YapStone with respect to its subject matter, superseding all prior and contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

13.6 Survival.

Sections 4-7 and 9-13 and Sections securing YapStone's rights shall survive any termination of this Agreement.

13.7 Waiver.

The failure by a party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions. No waiver of any provision or of any breach of this Agreement shall be deemed a further or continuing waiver of such provision, breach, or any other provision of this Agreement.

13.8 Binding Upon Successors and Permitted Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. You may not assign this Agreement or any rights, obligations, or privileges under this Agreement without YapStone's prior written consent. YapStone may assign its rights and obligations under this Agreement at any time without notice to You.

13.9 Force Majeure.

YapStone will not be responsible for delays, errors, failures to perform, interruptions or disruptions in the Services or Websites resulting from any act, omission or condition beyond YapStone's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, labor strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disasters, hackers, or the failure of Yours or any third party's hardware, software or communications equipment or facilities.

14. Contests and Giveaways.

By participating in any YapStone sponsored contest, giveaway, promotion, webinar, or other event, You agree to the specific terms thereof. YapStone reserves the right to modify any contest, giveaway, or promotion at any time.

15. Mobile Device Terms.

If You are accessing the Services from a mobile device using an application (the "Application"), the following end-user license agreement ("EULA") terms apply to You in addition to the above:

15.1. YapStone grants You the right to use the Application only for Your personal use. You must comply with all applicable laws and third party agreements (for example, Your wireless data service agreement). The Application may not contain the same functionality as the Website. Deleting the Application does not deactivate or delete Your profile or Account with YapStone; please see Section 8, which contains information about service cancellations.

15.2 YapStone owns, or is the licensee to, all right, title and interest in and to its Application, including all rights under patent, copyright, trade secret, trademark, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any Application and You will not remove, obscure, or alter YapStone's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by any Application.

15.3 Prohibited Countries Policy and Foreign Trade Regulation. The Application or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to United States or European Union embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; (c) to any prohibited person, group, or entity subject to European Union financial sanctions; and (d) to any prohibited country, person, end-user, or entity specified by US Export Laws or any other applicable law. When using the Application, You are responsible for complying with trade regulations and both foreign and domestic laws.

15.4. Mobile Application Terms:

(i) This Agreement is between You and YapStone, and not with the mobile application platform offering the Application for download ("**Application Platform**"). The Application Platform is not responsible for the Application and the content thereof.

(ii) YapStone grants You a non-transferable license to use the Application only on a device that You own or control and as permitted by the usage rules set forth in the each Application Platform's terms of use.

(iii) The Application Platform has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

(iv) The Application Platform is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

(v) The Application Platform is not responsible for addressing any Claims by You or any third party relating to the Application or Your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any Claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) Claims arising under consumer protection or similar legislation.

(vi) To the maximum extent permitted by applicable law, the Application Platform will have no other warranty obligation whatsoever with respect to the Application.

(vii) Your questions, complaints, or claims with respect to the Application can be directed to YapStone's team at: customerservice@yapstone.com.

Last Updated: 14 of August 2017