

GATEWAY TO GIVING TERMS AND CONDITIONS

These Gateway to Giving Terms and Conditions shall apply to the extent a Counterparty is enabling or reselling Gateway to Giving Optional Services pursuant to an "Agreement" then in effect. For purposes of these terms and conditions, "Counterparty" shall mean a Client, Reseller, or Customer of a Reseller, as such terms are defined in an applicable agreement.

1. Gateway to Giving Description: FreedomPay's Gateway to Giving service allows a Counterparty to collect donation amounts at the point of sale ("Gateway to Giving"). Gateway to Giving enables this donation collection only. Counterparty remains responsible for its own contract with, and for the collection of all funds and routing to, its preferred charities or organizations via its contracted charitable organizations(s) or donation service provider(s) (collectively "Donation Recipient"). FreedomPay must also have in place an Agreement with the Donation Recipient for Gateway to Giving to be enabled.
 - a. When Counterparty has in effect an agreement with FreedomPay for Gateway to Giving and Counterparty and FreedomPay each have a contractual relationship with at least one Donation Recipient, FreedomPay shall make available to Counterparty a file in FreedomPay's standard format with a reasonable level of detail regarding Donations made in the prior reporting period (a "Donation File"). The cadence to provide such Donation File shall be as mutually agreed by the Parties.
 - i. The Donation File will include only the total amounts donated at the time of purchase, without regard to any chargebacks or refunds. Once Counterparty settles any transaction amounts, no changes to donation amounts will be recorded by FreedomPay.
 - ii. If Counterparty does not receive a Donation File for any time period where it should have received one, it shall notify FreedomPay in writing within fifteen (15) days, and FreedomPay shall provide such Donation File in writing within ten (10) days of such notice.
 - iii. Counterparty shall verify the accuracy of the Donation File promptly upon transmission, and shall notify FreedomPay of any errors. Errors must be reported within ninety (90) days of the date the Donation File was issued to be subject to adjustment, and any failure to so report shall be deemed a waiver of any claim related to such Donation File.
 - b. Gateway to Giving may be enabled in the United States only.
2. Fees: Fees for Gateway to Giving shall be set for the in the governing Agreement, and payment shall be made in accordance with the Agreement. If there is any custom development work requested or required by Counterparty to enable Gateway to Giving, such work and any associated costs would be agreed in an applicable Statement of Work.
3. Counterparty Obligations:
 - a. Counterparty must maintain in force a valid agreement with a Donation Recipient, for the duration of its use of Gateway to Giving. Counterparty must notify FreedomPay within five (5) business days of the expiration or termination of its agreement with its Donation Recipient.
 - b. Donation Recipient Data Transmission. Counterparty consents to the transmission of such Counterparty Data (which may sometimes be defined as "Client Data" under the Agreement) to its Donation Recipient as is required for the functionality of Gateway to Giving.
 - c. Counterparty is responsible for routing of donation funds, and represents and warrants to FreedomPay that it will collect and remit donations in compliance with applicable law and its agreement with its Donation Recipient.
 - d. Termination: In addition to any termination rights under the Agreement, FreedomPay may terminate Counterparty's use of Gateway to Giving immediately upon written notice to Counterparty if (i) Counterparty's agreement with the Donation Recipient expires or terminates for any reason; (ii) if reasonably requested to do so by Counterparty's Donation Recipient; or (iii) if FreedomPay's contract with Donation Recipient expires or terminates for any reason. FreedomPay may also terminate Counterparty's use of Gateway to Giving for convenience upon thirty (30) days' prior written notice.
 - e. Indemnification. In addition to any obligations under the Agreement, Counterparty will defend, indemnify and hold harmless the FreedomPay Indemnitees from and against any Losses arising from or in connection to any Claim arising out of Counterparty's use of Gateway to Giving, including but not limited to those arising out of a failure by Counterparty to properly collect or remit donation amounts.
 - f. Representations and Warranties. In addition to any Warranties provided in the Agreement, the following shall apply:
 - i. Counterparty Representations and Warranties. Counterparty represents and warrants that: (i) it will obtain consumer consent prior to submitting consumer information to FreedomPay in connection with Gateway to Giving; (ii) its use of Gateway to Giving will comply with applicable laws; and (iii) it has entered into an agreement with its Donation Recipient, to collect such donations and provide them to such Donation Recipient in compliance with applicable law.
 - ii. FreedomPay Representations and Warranty. FreedomPay represents and warrants that it will have in place a valid agreement with Donation Recipient. Gateway to Giving is otherwise provided as is, with no warranty by FreedomPay.
 - iii. Except as otherwise expressly set forth in this agreement, each party and its affiliates hereby disclaims, to the fullest extent allowable under applicable laws, all warranties, express, implied or otherwise, including the implied warranties of merchantability, fitness for a particular purpose or non-infringement, in any way relating to this agreement, any specifications referenced by this agreement, or any products or services provided hereunder. Each Party and its affiliates make no representations, warranties or covenants regarding any specifications referenced by this

agreement, products or services provided hereunder, their use or operation and/or any services using any of the foregoing.

- g. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, FREEDOMPAY SHALL HAVE NO LIABILITY UNDER THIS ADDENDUM OR IN ANY WAY RELATED TO GATEWAY TO GIVING FOR ANY INDIRECT, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST DATA, LOST BUSINESS, LOST REVENUE OR OPPORTUNITY COST OR DAMAGE TO REPUTATION OR GOODWILL, HOWSOEVER ARISING (WHETHER FORESEEABLE OR NOT, OR WITHIN THE CONTEMPLATION OF EITHER PARTY) WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY OR OTHER DUTY) OR OTHER FORM OF EQUITABLE OR LEGAL THEORY. FREEDOMPAY'S LIABILITY WITH RESPECT TO ANY CLAIMS OR LOSSES ARISING OUT OF GATEWAY TO GIVING SHALL BE LIMITED TO FREEDOMPAY REPERFORMANCE THAT ENSURES THE DONATION FILE IS COMPLIANT WITH THE REQUIREMENTS OF THIS AGREEMENT.
 - h. Service Level Agreement: The performance of Gateway to Giving shall be included in the Service Level Agreement (SLA) included in the Parties' existing Agreement.
- 4. Nothing in these terms is intended to grant any rights to Counterparty under any patent, mask work right, copyright, trade secret or other intellectual property right of FreedomPay, and FreedomPay shall own all rights of any type in its intellectual property, including the Gateway to Giving product. No license or right is granted for the use of any other intellectual property of Counterparty, or its affiliates.