

American Express Card Acceptance And Brand Requirements

Version: 10.1.21

In the event Sub-Merchant (Merchant for purposes of this Exhibit) accepts American Express, the Merchant Agreement must contain the following terms and conditions. Further, Merchant agrees to comply with the terms of the Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.

The following will only apply to Merchant's participation in the American Express Program, as controlled by the American Express OptBlue Program Operating Regulations. Capitalized terms in this Exhibit are defined in the American Express Merchant Requirements or the American Express OptBlue Program Operating Guidelines.

Merchant hereby authorizes Processor (as defined by the American Express Program) to submit Transactions to, and receive settlement from, American Express on behalf of the Merchant. If Merchant is placed in the American Express Program, Merchant shall be responsible for complying with the provisions set forth in Exhibit 1 attached hereto and the American Express Merchant Regulations (located at www.americanexpress.com).

Acquirer may collect and disclose Transaction Data, Merchant Data, and other information about the Merchant to American Express; and American Express may use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the Merchant Agreement and important transactional or relationship communications from American Express. If Merchant opts out of receiving future commercial marketing communications from American Express, Merchant must notify Payrix by emailing support@payrix.com. Note that you may continue to receive marketing communications with American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express. American Express may use the information from the Merchant Agreement at the time of setup to screen and/or monitor Merchant in connection with Card marketing and administrative purposes.

Merchant may be converted from the American Express Program to a direct Card acceptance relationship with American Express if and when Merchant has \$1,000,000 or greater in Charge Volume in a rolling twelve (12) month prior. Upon conversion, (i) the Merchant will be bound by American Express then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Merchant for Card acceptance.

Merchant shall not assign to any third party any payments due to it under the Merchant Agreement or any Card Acceptance Agreements, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Acquirer, its affiliated entities and/or any other cash advance funding source that partners with Acquirer or its affiliated entities, without consent of American Express.

Third-party beneficiary rights may be conferred to American Express, but not obligations to the Merchant Agreement, providing American Express the ability to enforce the terms of the Merchant Agreement against the Merchant in association with the American Express Program only.

Merchant may elect to opt out of accepting American Express Cards at any time without directly or indirectly affecting its rights to accept other payment products by notifying Acquirer.

Processor may terminate the Merchants right to accept American Express Cards if it breaches any of the provisions in this Section or Exhibit 1.

Acquirer has the right to immediately terminate a Merchant from the American Express Program for cause, fraudulent or other activity, or upon American Express' request.

Merchant may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless Chargeback has been exercised, the Merchant has fully paid for such Charge, and it otherwise has the right to do so.

Merchant shall comply with all applicable laws, rules, and regulations in conducting its business. Merchant must comply with DSR, PCI DSS and all other applicable laws and rules relating thereto. Further, Merchant will provide specific and adequate disclosures to customers of collection, use, and processing of personal data. Merchant will ensure that customer information is processed promptly, accurately and completely, and complies with the American Express Technical Specifications.

In the event of any actual or suspected breach of data in possession or control of Merchant or one of its Third Party Servicers, Merchant shall immediately notify Payrix thereof and also comply with all applicable laws and rules concerning the breach.

Upon termination of the Merchant Agreement or termination of Merchants participation in the Program, Merchant must remove any and all American Express Licensed Marks from the Merchants Website and wherever else the American Express Marks are displayed.

Exhibit 1

American Express Program General Merchant Requirements

A. Card Acceptance

Merchant must accept the Card as payment for goods and services (other than those goods and services prohibited under Section 3 of the Payrix Terms of Service) sold, or (if applicable) for charitable contributions made, at all of its Establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchants Establishments under the Merchant Agreement.

B. Treatment Of The American Express Brand

Except as expressly permitted by Applicable Law, Merchant must not:

1. indicate or imply that it prefers, directly or indirectly, any Other Payment Products over the Card,
2. try to dissuade Card Members from using the Card,
3. criticize or mischaracterize the Card or any of American Express services or programs,
4. try to persuade or prompt Card Members to use any Other Payment Products or any other method of payment (e.g., payment by check),
5. impose any restrictions, conditions, disadvantages or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
6. suggest or require Card Members to waive their right to dispute any Transaction,
7. engage in activities that harm the American Express business or the American Express Brand (or both),
8. promote any Other Payment Products (except Merchants own private label card that Merchant issues for use solely at Merchants Establishments) more actively than Merchant promote the Card, or
9. convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

Merchant may offer discounts or in-kind incentives from Merchants regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by Applicable Law): (i) Merchant clearly and conspicuously disclose the terms of the discount or in-kind incentive to Merchants customers, (ii) the discount or in-kind incentive is offered to all of Merchants prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, Mastercard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this Section B., Treatment of the American Express Brand.

C. Treatment Of The American Express Marks

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchants acceptance of the Card and display our Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Processor) indicate that American Express endorse Merchants goods or services. Merchant shall only use the American Express Marks as permitted by the Merchant Agreement and shall cease using our Marks upon termination of the Merchant Agreement.

D. Treatment Of American Express Card Member Information

Any and all Card Member Information is confidential and the sole property of the Issuer (as defined by the American Express Program), American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Card Member Information, nor use nor store it, other than to facilitate Transactions at Merchants Establishments in accordance with the Merchant Agreement.

E. Arbitration Agreement (As To Claims Involving American Express)

In the event that Merchant or Processor is not able to resolve a Claim against American Express, or a claim against Processor or any other entity that American Express has a right to join, this section explains how Claims may be resolved through arbitration. Merchant or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator. If arbitration is elected by any party, neither Merchant nor Processor nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, Processor, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under this Merchant Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrators decisions are final and binding, and the arbitrators final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights Merchant, Processor, or American Express would have in court may also not be available in arbitration.

i. Initiation of Arbitration. Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organizations rules in effect when the Claim is filed, except where those rules conflict with this Merchant Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and Merchant selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where Merchants headquarters is located or New York, NY, at Merchants election.

ii. Limitations on Arbitration. If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrators authority is limited to Claims between Merchant, Processor, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, Processor or American Express and cannot be used in any other case except to enforce the award as between Merchant, Processor and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Merchant Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Merchant, Processor, and American Express do not waive the right to appeal that decision.

iii. Previously Filed Claims/No Waiver. Merchant, Processor, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, Processor, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the Honor All Cards, non-discrimination, or no steering provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement that was filed against American Express prior to the Effective Date of the Merchant Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.

iv. Arbitrators Authority . The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Merchant Agreement. The arbitrator has no power or authority to alter the Merchant Agreement or any of its separate provisions, including this arbitration agreement.

v. Split Proceedings for Equitable Relief. Merchant, Processor, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorney's fees and costs to be paid by the party against whom enforcement is ordered.

vi. Small Claims. American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.

vii. Governing Law/Arbitration Procedures/Entry of Judgment. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the

request. If Merchants Claim is for \$10,000 or less, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrators decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Merchants headquarters or Merchants assets are located.

viii. Confidentiality. The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.

ix. Costs of Arbitration Proceedings. Merchant will be responsible for paying Merchants share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Merchants written request, American Express will consider in good faith making a temporary advance of Program Merchants share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

x. Additional Arbitration Awards. If the arbitrator rules in Merchants favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrators award will include: (1) any money to which Merchant is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorney's fees, costs and expert and other witness fees incurred by Merchant.

xi. Definitions. For purposes of this section xii. only, (i) American Express includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) Merchant includes Merchants Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) Claim means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Processor or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.

F. Establishment Closing

If a Merchant closes any of its Establishments, Merchant must follow these guidelines:
Notify payment processing company immediately.

Policies must be conveyed to the Card Member prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Card Member signs. See Section 4.8, Return and Cancellation Policies of the Merchant Requirements for additional information.

If not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on websites and catalogs).

Return and cancellation policies must be clearly disclosed at the time of sale.

For Advance Payment Charges or Delayed Delivery Charges, delivery of the goods or services which have already charged to the Card Member is required or Credit must be issued for any portion of the Charge for the goods or services not delivered.