



Terms And Conditions

Revel Payment Terms

Version: 2024011223

Last Modified: 04-25-2024

Revel Systems, Inc. Supplemental Revel Advantage XT™ Program Terms and Conditions

Welcome to the Revel Advantage XT™ Program ("RAP") supplemental terms and conditions ("RAP Terms"). Revel Systems Inc. and/or its affiliates and/or subsidiaries ("Revel") allow Customers to use and accept various forms of payment in connection with its Customers' provision of goods and services to third parties through the Revel POS Platform. Customers on the Revel POS Platform can accept payment by credit card or debit card. These RAP Terms set out your rights and responsibilities when you use Revel Payments as a Customer. These Payments Terms are in addition to and subject in all respects to your Customer Agreement with Revel, as it may be amended from time to time. Capitalized terms not defined herein shall have the meaning set forth in your Sub-merchant Agreement or your Customer Agreement. You must agree to these RAP Terms in order to participate in the RAP.

RAP is only available to Customers that have completed the Sub-Merchant on-boarding process and that are approved for a Sub-Merchant Account. Revel reserves the right to terminate a Customer's access to RAP if the Customer violates any of these RAP Terms.

Revel's Rights and Responsibilities

The functionality of RAP may be made available, modified, or discontinued by Revel at any time without notice. As a security and fraud prevention measure, we may impose transaction limits. For example, we may impose limits relating to the value of any transaction, deposit, or adjustment, or limits relating to the cumulative value of all transactions, deposits, or adjustments during a period of time. We may also impose limits related to the number of transactions per day or other period of time. We will not be liable to a Customer if we do not proceed with a transaction, deposit, or adjustment that would exceed any limit established by us. Revel may refuse use of RAP to anyone, for any reason, at any time. Revel reserves the right to decline or refund transactions that we believe to be high risk, fraudulent, in violation of trade sanctions, or otherwise in violation of these RAP Terms, the Customer Agreement or the Sub-Merchant Agreement.

Customer's Rights and Responsibilities

Sub-Merchant Accounts. A Sub-Merchant Account allows you to track payment amounts, refunds, and fees related to transactions conducted through the Revel POS Platform. You must provide accurate personal information as requested during the on-boarding process, and you are responsible for maintaining and updating that information as necessary. You hereby authorize us, and our authorized

agents, to verify information (at time of on-boarding and on occasion when using the Revel POS Platform) that you provide by accessing public records and obtaining credit reports about you. Revel reserves the right to verify your information in order to safeguard the integrity of the Revel POS Platform and the RAP and reduce the risk of fraud, money laundering, terrorist financing, and the violation of trade sanctions.

Disputes

Customer shall resolve any disputes directly with a cardholder.

Pricing, Invoices and Changes

All monetary transactions made through your use of RAP are subject to fees that are reflected on your monthly payments statement, which will serve as your invoice, and were disclosed to you during the on-boarding process. We reserve the right to change payment processing fees and other fees related to RAP at any time. We or the third-party Payment Service (as defined below) will provide you with reasonable notice of changes in writing, or other reasonable means. If you do not want to accept the pricing changes, then you have the right to terminate using RAP within thirty (30) days of receiving notice of the pricing change without incurring an early termination fee. As described in the Sub-Merchant Agreement, you will remain liable for chargebacks, reversals, and other exception items after terminating use of RAP.

Early Termination Fee

If Customer terminates its Sub-Merchant Agreement before the end of its first Order Form Term or the Initial Order Form Term for Customer's Software subscription services (or as it relates to any Revel reseller Customer, before the end of the reseller's first Order Form Term or the Initial Order Form Term for Software subscription services) the Customer shall owe Revel an early termination fee equal to the average monthly processing fees assessed to the Customer under the Sub-Merchant Agreement for the months during which the Customer processed any transactions (exclusive of interchange fees or other fees or assessments imposed by a third party in connection with your payment processing) multiplied by the number of remaining months in the first Order Form Term or the Initial Order Form Term for Customer's or Reseller's Software subscription services or \$495, whichever is greater.

Risk Related Actions

All funds resulting from a completed, refunded or adjusted transaction will be reflected in the balance of Customer's Sub-Merchant account. Customer's monthly processing fees will be reflected on the payments statement, which shall serve as an invoice. A Reserve is an amount of money pending settlement as indicated in your Sub-Merchant Account. A Reserve will be placed on your Sub-Merchant Account if we or the Payment Service believe there may be a high level of financial risk associated with you, your account, your business model, or your transactions. In some cases, deposits to your bank account could be temporarily delayed by an issue at Revel, a Payment Service, or your or a cardholder's bank. We will use reasonable efforts to communicate with any affected Customer promptly. Separately, if we believe that a Customer's actions may result in cardholder disputes, chargebacks, increased risk of fraud, counterfeiting, or other claims, then we may, in addition to any applicable Reserve and in our sole discretion, put a hold or deposit delay on the Customer's Sub-Merchant Account balance. Revel may terminate or suspend a Customer's use of RAP at any time.

Third-Party Services

Customers may accept either credit cards or debit cards as payment through processing services powered by Worldpay and Payrix (the "Payment Service") that are provided through the Revel POS Platform. Revel reserves the right to add or remove payment methods it accepts and change functionality generally regarding payments-related products in its sole discretion, with notice where required by applicable law. Customer's use of the Payment Service is governed by the terms and conditions of the Sub-Merchant Agreement, which you can review **HERE** and to which each Customer using RAP has agreed as part of the on-boarding process to apply for your Sub-Merchant Account. We may add or change third party payments providers other third party providers at any time without your consent. If we change third party providers, we will notify you and provide you with a copy of any new terms and conditions.

No Customer is permitted to use the Payment Service to engage in activities prohibited by the Payment Service or otherwise to violate applicable law. Either Revel or the Payment Service may decline, in their sole and absolute discretion, to process transactions that are too large in dollar amount or exceed other risk parameters. You shall indemnify and hold harmless, and at Revel's request defend, Revel and its Affiliates (as defined in the Customer Agreement), successors and assigns (and its and their officers, directors, employees, sublicensees, and agents) (collectively, the "Revel Indemnitees") from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) (collectively, "Losses") which arise out of or relate to: (a) a third party claim based on, arising from, or relating to, your use of the Payment Service, or (b) Revel payment to the Payment Service for amounts, if any, that you owe it that the Payment Service was unable to collect from you, and any related costs and expenses.

If Revel receives notice that a Customer's acts or omissions violate the Sub-Merchant Agreement, Revel may at its sole discretion take action against your account to correct such violation(s). Such actions may include, but are not limited to, canceling a transaction, suspending or terminating your transaction processing privileges, or removing certain payment methods. You expressly acknowledge and agree that Revel may share your personal or transactional information with the Payment Service for purposes related to payments processing. Additional Indemnification

You shall indemnify and hold harmless, and at Revel's request defend, the Revel Indemnitees against any and all Losses which arise out of or relate to any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party that arises out of or relates to (a) any actual or alleged breach of these RAP Terms, (b) any violation of applicable law, regulations, or policies of any applicable payment network, (c) any transaction submitted through RAP, (d) your violation of any third-party right, including any right of privacy, publicity rights or intellectual property rights, or (e) any party's use of RAP with your access credentials. Limitations of Liability The limitations of liability set forth in your Customer Agreement shall apply with equal force to these RAP Terms.

Additional General Services

We may charge you and you agree to pay for any non-specified service we provide and expense we incur at your request or on your behalf. Your use or our provision to you of any service not listed on the Order Form (or where no fee is listed on the Order Form for such service) or provided at the commencement of the Agreement obligates you to pay any accompanying fees, charges, and related expenses, which will be assessed at our then standard rates and fees. If you receive these Additional General Services you will be deemed to have consented to our provision of the Additional General Services and the associated fees, charges and expenses. We have no obligation to enhance or customize Additional General Services or any other services, but we may choose to do so for a separate fee. At your own cost, you shall take all

necessary steps to ensure that you can receive the Additional General Services. This includes, but is not limited to, procuring equipment and software, and taking other steps as we direct. Certain other Additional General Services applicable to this Agreement can be found **HERE** as may be published and modified from time to time by us and the parties agree that such document is incorporated into and made part of this Agreement and that such document shall apply only with respect to those Additional General Services actually provided by us and received by you hereunder.

Fees Related to PCI DSS and Data Breach Events

We reserve the right to charge you a reasonable fee if: i) an Association or Network reports an account data compromise, common point of purchase event, or other data breach event at your location, or ii) if we reasonably believe you are not fully compliant with the Rules Summary, Operating Regulations, Payment Card Industry Data Security Standards ("PCI DSS") or any Laws, or if you fail to prove compliance upon our request. This fee will be in addition to any other amounts payable under the Agreement. We may also assess you a separate PCI DSS compliance fee in connection with your enrollment in a PCI Program we facilitate to provide compliance support with the PCI DSS. We may also assess you a PCI DSS non-validation fee until you demonstrate PCI DSS compliance and provide us supporting validation documentation. Further, the Security Services terms and conditions **HERE** apply here to.

Taxes

Customer shall be solely responsible and liable for collecting and remitting any sales, use, ad valorem, or other tax which may be imposed by any taxing authority in any jurisdiction, in connection with a Customer's sale of goods or services through the Revel POS Platform. Because sales tax rules vary by jurisdiction, you acknowledge that you are responsible for determining your tax obligations in the jurisdictions in which you operate. You agree that Revel shall have no liability or obligation to you or any taxing authority for any tax for which a Customer is required to collect and remit in connection with a transaction. Customer shall indemnify and hold harmless, and at Revel's request defend Revel Indemnitees from and against any and all Losses which arise out of or relate to: (a) your failure to abide by your obligations to collect and remit any sales, use or other tax; and (b) the accuracy, sufficiency, or completeness of the information provided by you to Revel for the purpose of calculating and collecting any sales or use tax that may be due. If Revel has a legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Revel with a valid tax exemption certificate authorized by the appropriate taxing authority.

International Trade Laws

You agree that your use of RAP will not involve any countries, entities, individuals, or items prohibited by sanctions, embargoes, regulations, or orders administered by the US Department of Treasury's Office of Foreign Assets Control or other government agencies.

Agreement, Amendments and Future Terms ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE RAP TERMS: (A) ACCEPTING THE RAP TERMS ELECTRONICALLY DURING THE REGISTRATION OR ON-BOARDING PROCESS AND/OR UPON LOGGING ON TO USE THE REVEL POS PLATFORM, OR (B) USING THE RAP AS DESCRIBED HEREIN. THROUGH ANY OF THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THESE RAP TERMS AND THE SUB-MERCHANT AGREEMENT. REVEL MAY AMEND, SUPPLEMENT OR REMOVE ANY OF THESE RAP TERMS AT ANY TIME AND FROM TIME TO TIME. IF WE DO SO, WE WILL POST SUCH CHANGES

ON THIS PAGE. IF ANY FUTURE CHANGES TO THESE RAP TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING RAP. YOUR CONTINUED USE OF RAP NOW, OR FOLLOWING THE POSTING OF ANY SUCH CHANGES, WILL INDICATE YOUR ACCEPTANCE OF THESE RAP TERMS, AND ANY OF SUCH CHANGES.

Personal Guarantor Continuing Unlimited Guaranty

This Section ("Continuing Unlimited Guaranty") applies to each person and/or entity who agrees to these RAP Terms as a Guarantor (each a "Guarantor"). To induce Revel to enter these RAP Terms, each Guarantor jointly and severally guarantees the prompt and full payment of all Obligations (defined below) when due.

A. Obligations. The word "Obligation" is used in its most comprehensive sense. It includes all indebtedness, debts, and liabilities (including but not limited to, principal, interest, late charges, collection costs, attorneys' fees, and the like) that Customer owes Revel, whether Customer created the obligation alone or with others, and whether Customer is primarily or secondarily responsible. Obligations can be secured or unsecured, absolute or contingent, liquidated or unliquidated, and direct or indirect. Obligations can be evidenced by note, draft, a guaranty agreement, or otherwise. Obligations can exist now or arise in the future. It includes all payment obligations, indemnification obligations, and indebtedness that Customer owes Revel arising from or related to these RAP Terms.

B. Promise. Guarantor promises to pay any Obligation that the Customer has not promptly paid when due. Guarantor promises to pay irrespective of Revel's actions or inactions regarding the Obligations, or whether Revel has enforced any security interest created under these RAP Terms. Guarantor further promises to pay irrespective of the invalidity, insufficiency, or unenforceability of any Obligation. Guarantor's obligations shall not be affected, modified or impaired by any counterclaim, set-off, deduction or defense based upon any claim the Guarantor may have against the Customer or Revel, except payment or performance of the Obligations.

C. Notice, Changes, Defenses, Setoff and Security Interest. Guarantor waives notice of any acceptances of this Continuing Unlimited Guaranty. Guarantor waives presentment, demand, protest, notice of protest, and notice of dishonor or other nonpayment of any Obligations. Further, Guarantor waives notice of sale or other disposition of any collateral or security Revel now holds or later acquires. The duties of Guarantor shall not be released, discharged, or modified by: (i) Revel extending the time for payment (for Customer or Guarantor); or (ii) Revel's delay or omissions in exercising any rights, taking any actions, or pursuing any remedies against Customer or Guarantor. Guarantor agrees that Revel may release or modify any collateral, security, or other guaranties without notice or consent from Guarantor and without modifying Guarantor's duties to Revel. This is a guaranty of payment and not of collection. Revel has no obligation to demand or pursue any rights against Customer, anyone else (including another Guarantor), or to exhaust any rights or remedies related to any collateral, security, or other guaranties before demanding payment from Guarantor. Guarantor waives all defenses based on suretyship or impairment of collateral. Following a default under these RAP Terms, Revel may apply and/or setoff against amounts due to Revel any deposits, account balances, or other credits of Guarantor in Revel's possession. Guarantor grants Revel a security interest in the items just described.

D. Joint and Several Liability, Successor and Assigns, Other Terms. The obligations of any Guarantor shall be joint and several with the Customer and any other Guarantor(s) under these RAP Terms. The property described in any collateral security documents Guarantor provides, whether previously, contemporaneously, or in the future, secures this Continuing Unlimited Guaranty. This Continuing

Unlimited Guaranty shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, transferees and assignees.
