

This Acceptable Use Policy ("AUP") outlines unacceptable use of the Shift4Shop Services (the "Services"). This AUP is in addition to any other terms and conditions under which Shift4Shop provides the Services to you.

Questions about this AUP (e.g., whether any contemplated use is permitted) and reports of violations of this AUP should be directed to abuse@shift4shop.com.

Prohibited content, uses and activities include, without limitation, any use of the Services in a manner that, in Shift4Shop's reasonable judgment, involves, facilitates, or attempts any of the following:

1. violating any law;
2. displaying, performing, sending, receiving or storing any content that is obscene, inappropriate, offensive, or otherwise objectionable, even if the material or its dissemination is lawful;
3. harassing any person or advocating or encouraging violence of any kind against any person, entity or government;
4. infringing, violating or misappropriating another's rights;
5. obtaining unauthorized access to, or interfering by any means with, any user, system, network, service, or account, including evasion of filters or violation of the security or integrity of any network or system;

You are responsible to ensure that use of the Services and content is in compliance with all applicable laws, including laws where the Services or content is uploaded, hosted, stored, accessed or used, and to implement necessary restrictions to prohibit use by any individual (e.g. restrictions on access by minors) or in any jurisdiction, as required to comply with such laws. Your compliance obligation(s) also includes compliance with the applicable portions of the Americans with Disabilities Act ("ADA"). Similarly, Shift4Shop reserves the right to take all actions it deems appropriate to comply with applicable laws.

SHIFT4SHOP TERMS OF SERVICE AGREEMENT

These Terms of Service were last revised on July 1, 2022. These Terms of Service ("**Agreement**", "**Terms of Service**" or "**Terms**") is entered into between you ("**Customer**" or "**You**") and Shift4Shop, LLC a Delaware limited liability company ("**Shift4Shop**"), and is made effective on the date of electronic acceptance.

Your continued use of the Shift4Shop site and/or the Services (as defined below) constitutes your acknowledgment and acceptance of these revised terms.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

GENERAL TERMS OF SERVICE

- 1. Overview.** This Agreement sets forth the terms and conditions that govern your use of the Shift4Shop website (the "**Site**") and the products and services (collectively, the "**Services**") offered by this site, and is in addition to and not in lieu of any specific terms and conditions that apply to your purchase of a particular Service. In the event that You provide a purchase order or other ordering document to facilitate your purchase, such document is incorporated by reference only to the extent that it identifies the Services to be purchased, and all other terms and conditions included in such document are hereby rejected by Shift4Shop.

Your electronic acceptance and/or use of the Services signifies that You have read, understood and agreed to be bound by the terms and conditions of this Agreement as well as any policies posted on this website and that by such acceptance and/or use of the Services You agree that any previous agreements between You and Shift4Shop will be terminated and superseded by this Agreement. As part of your ability to accept/engage in financial transactions while using the Services, You will be required to establish a Payments Account. You may elect to have your Payments Account provided by Shift4 Payments, LLC or PayPal Holdings, Inc. (the "**Processor**"). You acknowledge that separate terms and conditions will govern your use of any services that may be provided by Processor, including your exclusive use of Processor to facilitate all transactions on/from your Shift4Shop site. You agree to comply with the Processor's Merchant Processing Agreement Terms and Conditions, which may be amended from time to time, and are available at www.shift4.com/legal (the "**Processor Terms**"). If Customer does not make an election of a Processor and complete the requisite payment application with the selected Processor within fourteen (14) days, Shift4Shop may, in its sole discretion, terminate this Agreement and delete and/or purge Your Shift4Shop site.

Shift4Shop, in its sole discretion, may refuse to provide the Services to any one at any time and for any reason. If Shift4Shop exercises this right, Shift4Shop will not charge You for the Services (if You selected a paid plan) and/or refund You for the amounts paid for the Services during the period that Shift4Shop invokes its right to deny Service. Shift4Shop, in its sole and absolute discretion, may change or modify this Agreement, the corporate policies and/or Service Specific Terms (as defined below) which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon the earlier of: (i) our email notification to You advising You of such changes or modifications; (ii) your electronic acceptance of this Agreement after such changes or modifications have been made to this Agreement as indicated by the "Last Revised" date at the top of this Agreement; or (iii) your continued use of the Services after Shift4Shop posts the revised Agreement. Shift4Shop, in its sole and absolute discretion, may alter or re-route transactions to be processed by a third-party processor. Shift4Shop is only responsible for the obligations of this Agreement, and in no way bears any responsibility, or liability, for transactions processed and/or disputes between You and Your customers. Shift4Shop may offer a

mobile application that allows you to access your online store through your mobile device. If You access your online store via a mobile application, You agree that all the terms of this Agreement shall govern such access.

- 2. Eligibility, Representative, Account Ownership.** The Services found at this Site are available only to Customers who can form legally binding contracts under applicable law. By using the Services found at this Site, You represent and warrant that You are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law. You further represent and warrant that You are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Shift4Shop is legally prohibited to provide the Services.

Customer shall designate a point of contact for Customer's account (a "**Representative**"). Customer's Representative shall have full authority to enter into agreements and make binding decisions on behalf of Customer. Customer agrees that Shift4Shop may rely on representations made by Customer's Representative. Customer may change its Representative at any time by giving written notice to Shift4Shop in accordance with the notice provisions of this Agreement. Shift4Shop is under no obligation to accept instructions from anyone other than the Representative. Notwithstanding the foregoing, Shift4Shop shall not be liable for any loss or damage resulting from Shift4Shop's reliance on any instruction, notice, document or communication reasonably believed by Shift4Shop to be genuine and originating from an authorized representative of Customer's corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Shift4Shop reserves the right (but not the obligation) to require additional authentication from Customer. In order to permit Shift4Shop to protect the quality of its products and services, You hereby consent to Shift4Shop staff being able to access your account and records on a case-by-case basis to investigate complaints or other allegations or abuse.

- 3. Dispute of Site or Account Ownership.** The entity or person creating the account and designated as the owner shall be deemed the account owner. For security reasons, only the account owner or Representative designated by the account owner shall be allowed to make changes, cancellations, or designate a new Representative. Disputes sometimes arise between or among multiple persons claiming ownership of or rights in a site, store or account. Shift4Shop is not obligated to and will not resolve any such disputes. If multiple persons are claiming ownership of or rights in a site, store or account, then Shift4Shop will, to the extent of its knowledge and ability, notify said persons of the dispute and demand that said persons promptly, conclusively and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves Shift4Shop of all liability or obligations concerning the dispute. If the disputing persons fail to resolve the dispute within what Shift4Shop, in its sole judgment, deems to be a reasonable time, then Shift4Shop, at its sole option and without any obligation to do so, may suspend or terminate the account until such persons resolve said dispute and reach certainty regarding ownership of or rights in said site, store and/or account. The person or persons conclusively and finally determined by court order or settlement agreement to be the rightful owner(s) or interest holder(s) of said site, store and/or account shall be obligated to pay all amounts due and comply with any transfer policy, if required, to transfer ownership of the site, store and/or account to the rightful owner. Customer must contact Shift4Shop to transfer ownership of an account.
- 4. Failure of Payment.** Failure of Customer to timely pay in full all of said amounts shall be deemed a breach of these Terms and may subject the account to immediate suspension or termination.
- 5. Recommendations.** Shift4Shop personnel may from time to time recommend third-party software or other products and services for your consideration. SHIFT4SHOP MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM SHIFT4SHOP, INCLUDING THE COMPATIBILITY OF SUCH PRODUCTS AND SERVICES WITH SHIFT4SHOP SOFTWARE. Your use of any such products and services is governed by the terms of your agreement with the provider of those products and services.
- 6. Software Updates.** From time to time, Shift4Shop may update the software associated with a Service for many reasons, including but not limited to, (a) to maintain PCI compliance; (b) to fix bugs or problems in previous versions; and/or (c) to enhance functionality or features. Shift4Shop makes no warranty that such updates will not affect your use of the Services or introduce new but unknown bugs into the software. Further, Shift4Shop shall not be responsible for the effect an update has on any code not provided by Shift4Shop and any modifications to such code to restore functionality shall be Customer's sole responsibility and cost. Where support is provided by Shift4Shop, Shift4Shop will provide technical support for the most recent update or version of the Software associated with a Service. From time to time, Shift4Shop may provide support for an older version(s), however Shift4Shop reserves the right to suspend or terminate such support at any time, with or without notice.
- 7. Use of Customer's Name and Trademarks.** Customer hereby grants Shift4Shop a non-exclusive right and license to use Customer's name and such of Customer's trade names, trademarks, and service marks (collectively, "**Customer's Marks**") as are listed on User Content (as defined below) or otherwise provided to Shift4Shop in connection with this Agreement: (a) on Shift4Shop's own websites, (b) in printed and online advertising, publicity, directories, newsletters, and updates describing Shift4Shop's Services, (c) in applications reasonably necessary and ancillary to the foregoing, and (d) as otherwise necessary to provide the Services. Customer may use Shift4Shop's trade name, trademarks and service marks (collectively, "**Shift4Shop's Marks**") in advertising and publicity in conjunction with the offering of User Content via Shift4Shop, provided that Customer shall submit copy to Shift4Shop for its prior written approval, and provided further that under no circumstances shall such use imply that Shift4Shop endorses, sponsors, certifies, approves or is responsible for User Content.
- 8. Use of User Content.** Some of the features of this Site or the Services found on this Site may allow Customer to view, post, publish, share, store or manage (a) ideas, opinions, recommendations, or advice ("**User Submissions**"), or (b) literary, artistic, musical or other content, including but not limited to, text, photos and videos (together with User Submissions, ("**User Content**"). By providing User Content to Shift4Shop via any method (e.g., site submission, email, survey responses, etc.), You represent and warrant to Shift4Shop that (i) You have, and will have at all times during the term of this Agreement, all necessary rights to use, display, publish and distribute User Content via this Site or via the Services, either because You are the author of the User Content and have the right to use, display,

publish and distribute the same, or because You have the appropriate rights, licenses, consents and/or permissions, in writing, from the copyright or other owner or rights-holder of the User Content, and (ii) Your, and Shift4Shop's, use, display, publication or distribution of the User Content do not and will not violate the rights of any third-party.

The provisions in this Section apply specifically to Shift4Shop's use of User Content posted to Shift4Shop's corporate websites or submitted directly to Shift4Shop. The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) You may have in content posted to your hosted websites.

You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

You acknowledge and agree that:

- a. Your User Submissions are entirely voluntary;
- b. Your User Submissions do not establish a confidential relationship or obligate Shift4Shop to treat your User Submissions as confidential or secret;
- c. Shift4Shop has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to You or to anyone else for any intentional or unintentional use of your User Submissions; and
- d. Shift4Shop may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

Customer hereby grants to Shift4Shop a fully-paid, nonexclusive, worldwide, perpetual, irrevocable license to use, display, distribute, reproduce, and/or create derivative works of any User Submissions or User Content in connection with the provision of the Services, or for any lawful purpose.

9. Sublicense. Customer may not sublicense or resell any of Shift4Shop's Services to any third parties without the prior written permission of Shift4Shop. By way of example and not limitation, Customer may not provide Web Hosting services through its Shift4Shop Services to any third-party without Shift4Shop's prior written permission. Any attempts to do so are a material breach of this Agreement and grounds for termination of this Agreement.

10. Fees and Payment.

- 1. Fees.** In consideration of the Services, Customer will pay to Shift4Shop all fees due according to the prices and terms listed in the below table, depending on the Services elected by Customer, and subject to certain ongoing criteria.

Legacy E2E merchants	Free with no minimum processing requirements
New E2E Merchants	\$0 if > \$1,000 in a month - else \$39
New Paypal Merchants	\$39/month
SaaS merchants	Cost based on your plan (e.g., Basic, Professional, etc)

To the extent permitted by applicable law, neither EU Directive 97/7/EC nor Regulation 13(1)(c) of the UK Consumer (Distance Selling) Regulations 2000 will apply to Customer sales from Shift4Shop. Customer agrees that Shift4Shop may delay beginning performance of any Service until the expiration of an applicable withdrawal period, and that any performance begun prior to the expiration of the withdrawal period will only be done with Customer's agreement to waive such withdrawal period.

- a. All charges must be paid in advance according to the then current prices applicable to the Services. All sales are final and Shift4Shop offers no partial or full refunds of any kind on any purchase unless otherwise expressly noted, even if your Services are suspended, terminated or transferred before the end of the Services.
 - b. Shift4Shop expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to You.
 - c. Shift4Shop may, at its sole option, extend payment terms to You. Should Shift4Shop extend payment terms, You agree that Your obligation to pay Shift4Shop for the Services ordered begins on the date of purchase and does not end until paid in full, even if the Services are abandoned, suspended, terminated or transferred prior to such time.
 - d. Without limiting any other rights of Shift4Shop, beginning on the one year anniversary following the earlier of the signature date or the Effective Date, Shift4Shop shall have a right to increase the aggregate fees payable by Customer by an amount equal to the greater of (i) the average annual charge (expressed as a percentage) for the prior calendar year in the Consumer Price Index for all Urban Consumers – All Items (seasonally unadjusted) (collectively the "CPI-U") plus 1%, or (ii) 4%.
- 2. Payments.** All recurring charges will be due on the applicable period anniversary date of your initial signup (annually or monthly, depending on the plan that Customer selected). It is Customer's obligation to review all periodic charges for accuracy. Upon entering this Agreement, You choose to pay by direct charge to a credit or debit card and receive an electronic receipt for each transaction processed by Shift4Shop. If You choose to pay by credit or debit card, You hereby authorize Shift4Shop to charge your credit or debit card to pay for any charges that may be attributed to Your use of the Services. You agree that Shift4Shop may accumulate any supplemental charges incurred by You in your use of the Services ("**Supplemental Charges**") until such charges

exceed \$10 and then charge your account. You must notify Shift4Shop of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit Shift4Shop from charging your account.

3. **Late Payments, Payment Defaults.** If You fail to pay any fees and taxes within ten (10) days from the applicable due date for credit card payments, the Customer account shall be put into a suspension. During this time Customer's access to the services may be restricted. If during this suspension period, Customer provides valid payment information and pays the balance due in-full, service will be reinstated upon the processing of the new payment information. In addition, your failure to fully pay any fees and taxes within ten (10) days after the applicable due date will be deemed a material breach of this Agreement, justifying Shift4Shop's suspension of its performance of the Services and/or termination of this Agreement. You are responsible for any fees associated with reinstatement of Services. Any such suspension or termination would not relieve You from paying past due fees plus interest. Shift4Shop attempts to automatically charge the credit card on file for any past due invoice for current, suspended and canceled accounts. Accounts suspended and reactivated must pay all past due and current amounts. Accounts past due over 30 days cannot be reactivated unless agreed to by Shift4Shop in its sole discretion. Otherwise, You must sign up for new service and pay the full setup fees associated with the plan You choose. If a payment is returned or rejected by Shift4Shop's bank, or incurs additional costs for Shift4Shop (e.g., bank fees) for any reason, then Customer may be charged a service fee of \$50.00 and be required to reimburse all such fees and costs incurred by Shift4Shop, and Customer shall be immediately deemed to be in default of this Agreement. Accounts and all amounts in default are subject to a late payment charge of 1.5% per month, or the maximum amount permitted by law, whichever is greater, until fully paid.
4. **Billing Policies and Cycles.** Unless otherwise agreed to in writing by Shift4Shop, we offer billing via credit card or debit card charge only. All initial fees must be paid prior to service setup. These fees may include service setup fees and first period's service charge. Shift4Shop provides customers several billing cycles from which to choose when signing up for service, including, but not limited to (a) monthly billing, (b) quarterly billing, and (c) annual billing. Shift4Shop will bill Customer, in advance, on a recurring basis according to the billing cycle selected by the Customer. The Customer may change the billing cycle using the online control panel at any time prior to the next billing period. The Customer understands that Shift4Shop has no obligation to refund any prepayment made by the Customer should the customer choose to change the billing cycle after a payment has been made. Our billing cycle begins on the day we set up your account. **All Services will automatically renew for successive same duration terms unless You cancel the Services in accordance with Section 10(6) below.** Shift4Shop shall not be responsible for refunding any pre-paid fees or charges if You cancel prior to the expiration of your then-current term. All fees charged for additional Services purchased during the term of a plan and any additional fees and expenses incurred during such term shall be billed and paid in accordance with these Terms.
Note: All billing correspondence (invoices, notifications, etc.) is communicated via email. It is crucial that You maintain a current email address with us. If You have any concerns or questions pertaining to billing, please send an email to billing@shift4shop.com.
5. **Disputes.** Failure to dispute a charge within three (3) months following such charge shall constitute Customer's agreement that all charges are valid and Customer agrees to waive any claims it may have had regarding such charge.
6. **Cancellation.** Cancellation requests may be initiated by following the steps available at <https://support.3dcart.com/Knowledgebase/Article/View/540/6/how-do-i-cancel-my-shift4shop-service>.
7. **Customer Defaults.** If Customer defaults under this Agreement, Customer agrees to pay Shift4Shop its reasonable expenses, including attorneys' fees, in house legal expenses and collection agency fees, incurred in enforcing its rights.
8. **Taxes.** All fees charged by Shift4Shop for the Services are exclusive of all taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for taxes based on Shift4Shop's net income. If Shift4Shop is required to pay directly any such taxes, Customer will, upon receipt of Shift4Shop's invoice, promptly reimburse Shift4Shop for any such taxes paid by Shift4Shop.

11. Acceptable Use Policy.

1. **Acceptable Use Policy.** Acceptable Use Policy. Shift4Shop maintains a strict Acceptable Use Policy ("AUP"). In order to maintain our system integrity and resources, Shift4Shop expects our customers to act responsibly. When You use any Shift4Shop Services, in any form, You automatically agree to abide by the Acceptable Use Policy.
 2. Shift4Shop reserves the right to place hyperlinks at the bottom/footer of your website.
 3. **End Users to Comply with AUP.** Customer acknowledges that Shift4Shop may terminate an end user's access to Customer's website for noncompliance with Shift4Shop's AUP. Shift4Shop may thus terminate such end user's access to Customer's Content even if the end user has not violated Customer's own terms and conditions of use of its website. Shift4Shop acknowledges that Customer may terminate a User's access to Customer's Content for noncompliance with Customer's terms and conditions.
12. **PCI Guidelines.** Shift4Shop provides a framework to its customers which is CISP certified under optimal security settings, and acknowledges responsibility for the security of cardholder data transmitted on behalf of the customer. However, if You choose to utilize the software other than as intended, utilize third-party services or software, fail to install a SSL Certificate, or otherwise combine the software with software not approved by Shift4Shop (each a "Customer Fail Point"), You may fail to comply with the minimum PCI standards regardless of Shift4Shop's certification.

Therefore, if You choose to engage in one or more Customer Fail Points, You assume all liability for your actions and the inherent risk associated with viewing, processing, storing or transmitting credit card information and You agree to indemnify Shift4Shop of any costs, claims or damages associated with such risk. Shift4Shop will not be responsible for any such risk or liability regardless of the security settings.

Further, if You choose to view credit card information, You are certifying that You understand and are following all PCI guidelines for viewing credit card information. These guidelines can be found at Visa's website.

If You do not comply with all of the PCI guidelines when viewing credit card information, You are in breach of your agreement with Shift4Shop and/or other third parties. You agree to indemnify and hold Shift4Shop harmless from any and all claims, costs or damages associated with your failure to comply with PCI guidelines.

Regardless of any Customer Fail Point, You must comply with the PCI DSS and assume liability applicable to PCI DSS. In addition, per PCI guidelines, You must use a strong security protocol such as SSL to safeguard sensitive cardholder data over networks.

At its discretion, Shift4Shop reserves the right to change the security settings of any Customer at any time with or without warning. Shift4Shop further reserves the right, but not the obligation, to suspend or terminate any Customer that is suspected or proven to be in violation of minimum PCI guidelines.

13. Your Warranties and Representations to Shift4Shop. You warrant, represent, and covenant to Shift4Shop that: (a) You are at least eighteen (18) years of age, if you are a natural person, or you are a duly organized and validly existing entity; (b) You possess the legal right and ability to enter into this Agreement; (c) You will use the Services only for lawful purposes and in accordance with this Agreement and all applicable laws, policies and guidelines; (d) You will be financially responsible for the use of your account; (e) You have acquired or will acquire all authorization(s) necessary for hypertext links to third-party websites or other content; (f) You have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your content, descriptive claims, warranties, guarantees, nature of business and address where business is conducted, (g) your content does not and will not infringe or violate any right of any third-party (including any intellectual property rights) or violate any applicable law (including the ADA), regulation or ordinance, and (h) You have read and understand, and will comply with all Shift4Shop policies, including but not limited to the Privacy Policy and the AUP.

14. Indemnification. You will defend, indemnify and hold harmless Shift4Shop and its officers, directors, shareholders, employees, consultants, agents, affiliates and suppliers (collectively, an "Indemnitee") from any and all threatened or actual claims, demands, causes of action, suits, proceedings (formal or informal), losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs, sustained or incurred by or asserted against any Indemnitee by any person, firm, corporation, governmental authority, partnership or other entity by reason of or arising out of or relating to: (i) your violation or breach of any applicable law (including but not limited to violations of the ADA), term, condition, representation or warranty of this Agreement or any applicable policy or guideline; (ii) your acts and omissions, including but not limited to your negligence, gross negligence or willful misconduct; (iii) your improper or illegal use of the Services; (iv) any claim by a former employee of yours whose employment has been or may be terminated in connection with or as a result of the execution of this Agreement and performance of the Services by Shift4Shop; or (v) any claim relating to your services or products, including but not limited to advertising, product liability claims or infringement of any trademark, copyright, patent, trade secret or non-proprietary right of a third-party (including, without limitation, defamation, libel or violation of privacy or publicity).

15. DISCLAIMER OF WARRANTIES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." SHIFT4SHOP, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, AND NON-INFRINGEMENT. SHIFT4SHOP, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ABILITY OF THE SOFTWARE TO PERFORM WITHOUT LIMITATION OR RESTRICTION IN ANY GIVEN ENVIRONMENT, (II) THE ACCURACY, COMPLETENESS OR CONTENT OF THIS SITE, (III) THE ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (IV) THE SERVICES, AND Shift4Shop ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SHIFT4SHOP, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), WHETHER DIRECTLY OR INDIRECTLY, WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE. USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND ON THIS SITE.

16. LIMITATION OF LIABILITY. SHIFT4SHOP ASSUMES NO RESPONSIBILITY WITH RESPECT TO CUSTOMER'S OR END USER'S USE OF THE SERVICES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF PROFITS, LOST REVENUE OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF Shift4Shop IS AWARE OF THE POSSIBILITY THEREOF. SHIFT4SHOP SHALL IN NO EVENT BE LIABLE IN THE AGGREGATE FOR DAMAGES MORE THAN THE TOTAL FEES ACTUALLY RECEIVED BY SHIFT4SHOP FROM CUSTOMER FOR THE SERVICES DURING THE PRIOR 12-MONTH PERIOD, OR IN THE EVENT CUSTOMER HAS PAID NO FEES TO SHIFT4SHOP IN THE PRIOR 12-MONTH PERIOD, TEN DOLLARS (\$10) .

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL APPLY TO ANY CLAIMS MADE ON YOUR BEHALF OR BY OR ON BEHALF OF ANY THIRD PARTY, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND ON THIS SITE.

- 17. Risk of Loss.** At all times You bear all risk of loss and damage to your website and all of your content. You are responsible to maintain the confidentiality of your passwords and account information. You are responsible for all usage and charges incurred with respect to your account or in connection with your website content displayed, transmitted through or stored on Shift4Shop's server.
- 18. Term and Termination.** This Agreement shall be in effect for the term as specified by Customer when Customer registers for the Services ("Initial Term"). This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as specified in the Initial Term, unless Customer changes the Renewal Term using the online control panel, or cancels in accordance with Section 10(6) of this Agreement. For security reasons, Shift4Shop requires that You authenticate any cancellation, including paying the stated termination fee where applicable (e.g., Merchant Services). Failure to do so will result in the cancellation request not being processed and You will be liable for all recurring fees until such authentication is complete. Please note that a cancellation of a particular Service may not cancel all Services associated with your account.

Shift4Shop may terminate this Agreement and/or your right to access and use the Service, in whole or in part, at any time and for any reason. Shift4Shop reserves the right, but not the obligation, to cancel or suspend your Service if your site(s) causes a significant increased draw on system resources (e.g., a DDOS attack) that, in Shift4Shop's sole discretion, impairs its ability to provide Services to other customers. Shift4Shop also reserves the right to immediately terminate this Agreement and/or your right to access and use the Service, in whole or in part, if Shift4Shop finds that You have been abusive to Shift4Shop employees.

Upon expiration or effective termination of the Service by either party for any reason, (a) Shift4Shop will cease providing the Service, (b) You will not be entitled to any refunds of any usage fees or any other fees, pro rata or otherwise, unless Shift4Shop terminates such Service without cause, and (c) any outstanding balance for your usage of the Service through the effective date of such termination or expiration will be immediately due and payable in full.

De-Conversion Fee. Upon termination of the Service by either Party, Customer may request de-conversion assistance and/or domain name transfer from Shift4Shop, and Shift4Shop will use commercially reasonable efforts to honor such request. Customer agrees that it will be responsible for payment of a De-Conversion Fee or Domain Name Transfer Fee prior to Shift4Shop commencing any work in furtherance of Customer's request. Unless and until such time that Customer pays a De-Conversion Fee or Domain Transfer Fee, Shift4Shop shall have no obligation to provide any assistance to Customer pursuant to this paragraph. Shift4Shop will not develop any software to facilitate de-conversion, or the transfer of any Customer data, as any such development may impact the intellectual property of others or Shift4Shop.

Shop Migration Program Fee. If Customer was a recipient of the Shop Migration Program, and Customer terminates this Agreement and/or its agreement with Processor prior to the expiration of the Initial Term of either agreement, Customer agrees that it shall be responsible for payment of a Shop Migration Program Fee, equal to the then-current market value of the site migration services performed for the benefit of Customer.

19. Intellectual Property Rights.

- a. Your License Grant to Shift4Shop.** You hereby grant to Shift4Shop a non-exclusive, worldwide and royalty-free license for the Initial Term and any Renewal Term to use Your trademarks and/or content as necessary for the purposes of rendering and operating the Services to You under this Agreement. You expressly (a) grant to Shift4Shop a license to store, cache or archive materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that such storing, caching and archiving is not an infringement of any of your intellectual property rights or any third-party's intellectual property rights.
- b. Shift4Shop Materials and Intellectual Property.** All materials including, but not limited to any computer software (in object code and source code form), data or information developed or provided by Shift4Shop or its suppliers or agents pursuant to this Agreement, and any know-how, methodologies, equipment or processes used by Shift4Shop to provide the Services to You including, without limitation, all copyrights, trademarks, patents, trade secrets and other proprietary rights are and will remain the sole and exclusive property of Shift4Shop or its suppliers, including, but not limited to any software programs, inventions, products and/or technology innovations and methodologies utilized, developed or disclosed by Shift4Shop during the term of this Agreement. Unauthorized copying, reverse engineering, decompiling and creating derivative works based on any such software is expressly forbidden except as expressly permitted in this Agreement. You may be held legally responsible for violation of any patent rights, copyrights or trade secret rights caused or encouraged by failure to abide by the terms of this Agreement.

All Rights in/to the Services Vest with Shift4Shop. The Service, which includes but is not limited to all intellectual property rights in the Service, are and shall remain the property of Shift4Shop or its licensor (as applicable). All rights not expressly granted to You in this Agreement are hereby expressly reserved and retained by Shift4Shop and its licensors (as applicable). Without limiting the generality of the foregoing, You shall not (and shall not allow any third-party to): (a) use the Service outside of the scope of the limited license herein granted, including but not limited to use for the purpose of developing a competitive site or service or obtaining a competitive advantage against Shift4Shop; (b) sublicense, distribute, copy, modify, adapt, translate or prepare derivative works of the Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of Shift4Shop; (d) register, attempt to register or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Shift4Shop (or any of its affiliates or licensors); (e) reverse engineer, disassemble or decompile any software or otherwise attempt to discover any source code or trade secrets related to the Service, in any manner, except as permitted by applicable law; or (f) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any item included with the Service.

- 20. Security.** Customer acknowledges that the Internet is not a secure or completely reliable system, and that the purpose of the Services is to allow end users easy access to Customer's Content. Shift4Shop will take those precautions Shift4Shop deems reasonable in its sole discretion to secure Customer's website from attack, but Shift4Shop makes no warranty that there will be no outages or interruptions of service, or that Customer's Content will be secure against attack of any form by end users or other third parties.
- 21. Prohibited Practices.** Shift4Shop shall have no duty or obligation to monitor Customer's Content or any other Content provided or distributed by others, and Shift4Shop shall not edit or otherwise exercise any control over Customer's Content. Nevertheless, Shift4Shop may, in its sole discretion at any time, without notice to Customer, remove from public view, disconnect or terminate the hosting of any of Customer's Content or other Content that Shift4Shop deems in its sole discretion to be offensive or illegal, for any one or more of the following reasons: (i) the content is adjudicated to be in violation of the laws of the jurisdiction where the server resides; (ii) the content constitutes harassment of Users, including, but not limited to, by means of Customer's billing practices, or is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; (iii) Customer's noncompliance with or breach of any of the terms and conditions of the AUP or this Agreement; or (iv) claims made by third parties against Shift4Shop that Customer or any of its end users has engaged in one or more of the above practices. You must not: (a) harvest or otherwise collect information about others from the Services; (b) use manual or automated software, devices, or other processes to "crawl", "scrape" or "spider" any of the Services or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Services; (c) distribute or otherwise make available any information or other content obtained through the Service to any third party, except as expressly permitted herein; or (d) otherwise interfere in any manner with the use or operation of the Services.
- 22. No Solicitation.** Customer agrees Customer will not approach any employees of Shift4Shop and its affiliates with proposals to hire them as its own employees or contractors. If You hire any of Shift4Shop's employees, You agree to pay Shift4Shop, for each employee hired, the greater amount of three (3) years' salary for that employee as You are to pay such employee, or \$200,000. Customer agrees not to, directly or indirectly, utilize, or enable any third party to utilize, any information obtained or developed during the course of receiving the Services from Shift4Shop, to solicit any other customer of Shift4Shop or market Customer's or any third-party products or services that are in any way competitive to the products or services offered by Shift4Shop or any of its affiliates.
- 23. Notices.** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, e-mail, overnight delivery, express mail or certified or registered mail, postage prepaid, return receipt requested, to the address on the Site for Shift4Shop, or to the address provided in the order form submitted with the payment for Customer. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that confirmation of that transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given 24 hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given 48 hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Either party may designate, by Notice to the other, substitute addresses, addressees or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.
- 24. Customer Acts; Warranties.** Shift4Shop is not responsible in any manner for any nonconforming Services to the extent caused by You or your customers. In addition, Shift4Shop is not responsible for loss or corruption of data in transmission, or for failure to send or receive data due to events beyond Shift4Shop's reasonable control.
- 25. Enforcement.**
- a. Investigation of Violations.** Shift4Shop may investigate any reported or suspected violation of this Agreement or Shift4Shop policies, or any complaints and take any action that it deems appropriate and reasonable under the circumstances to protect its systems, facilities, employees, customers and/or third parties. Shift4Shop will not access or review the contents of any e-mail or similarly stored electronic communications except as required or permitted by applicable law or legal process or permitted by the owner of said e-mail or stored electronic communications.
 - b. Actions.** Shift4Shop reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement, Shift4Shop's Privacy Policy, the AUP or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third-party's rights or potentially in violation of any laws. If Shift4Shop becomes aware of any possible violation by You of this Agreement, the AUP or any related policies or guidelines, third-party rights or laws, Shift4Shop may immediately take corrective action, including, but not limited to: (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on Shift4Shop's systems, and/or (d) disabling or removing any hypertext links to third-party websites, any of your content distributed or made available for distribution via the Services, or other content not supplied by Shift4Shop which, in Shift4Shop's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes Shift4Shop to civil or criminal liability or public ridicule. It is Shift4Shop's policy to terminate repeat infringers. Shift4Shop's right to take corrective action, however, does not obligate Shift4Shop to monitor or exert editorial control over the information made available for distribution via the Services. If Shift4Shop takes corrective action due to any such possible violation, Shift4Shop shall not be obligated to refund to You any fees paid prior to such corrective action, nor does such action eliminate Customer responsibility to pay for Services rendered but not yet paid, including, but not limited to, excess bandwidth charges, excess disk space usage, labor or other related services.
 - c. Disclosure Rights.** To comply with applicable laws and lawful governmental requests, to protect Shift4Shop's systems and customers, and/or to ensure the integrity and operation of Shift4Shop's business and systems, Shift4Shop may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history and content residing on Shift4Shop's servers and systems. Shift4Shop also reserves the right to report any activity that it suspects to violate any law or regulation to appropriate law enforcement officials, regulators or other appropriate third parties.

26. Miscellaneous.

- a. **No Assignment by Customer.** Customer may not assign this Agreement without the prior written consent of Shift4Shop, which Shift4Shop may refuse in its sole discretion. Any attempt by Customer to assign this Agreement without prior written permission shall be deemed null and void. Shift4Shop may assign this Agreement, and such assignment shall be effective upon written notice provided to Customer.
- b. **Relationship of Parties.**
- I. **Independent Contractor.** Shift4Shop, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership between Shift4Shop and Customer. Customer shall be solely responsible for and shall hold Shift4Shop harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workers' compensation related to Customer's business.
 - II. **No Agency.** Customer does not undertake (by this Agreement, the Order or otherwise) to perform any obligation of Shift4Shop, whether by regulation or contract. In no way is Shift4Shop to be construed as the agent, fiduciary, trustee or to be acting as the representative of Customer in any respect, any other provisions of this Agreement notwithstanding.
 - III. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to give any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement. There are no third party beneficiaries of this Agreement.
- c. **Force Majeure.** Shift4Shop will not be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond its reasonable control and that it is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, Shift4Shop will give You prompt written notice and will use commercially reasonable efforts to minimize the impact of the event.
- d. **Survival.** All provisions of this Agreement relating to Customer's warranties, Shift4Shop's intellectual property rights, limitations of liability and exclusions from liability, Customer's indemnification obligations and Customer's payment obligations shall survive the termination or expiration of this Agreement.
- e. **No Inference Against Author.** Shift4Shop and Customer agree that no provision of this Agreement shall be interpreted against any party because such party or its legal representative(s) drafted such provision.
- f. **Internet and E-Commerce Taxes.** From time to time, governments enact laws and levy taxes and tariffs affecting the Internet and electronic commerce. Customer agrees that Customer is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend Shift4Shop and its officers, directors, representatives, affiliates, partners and subcontractors from any claim, suit, penalty, tax or tariff arising from Customer's exercise of the Internet and electronic commerce.
- g. **Confidentiality.** The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third-party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third-party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of any Services, Shift4Shop and Customer acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for so long as any Services are provided to Customer by Shift4Shop and for a period of three (3) years after the termination of all Services.
- h. **Dispute Resolution.** The parties hereto shall attempt to resolve any dispute or disagreement arising out this Agreement or the performance thereof by first submitting such dispute to mediation pursuant to the following procedures: Any dispute arising out of this Agreement or the performance thereof shall be resolved by submitting the same to nonbinding mediation and thereafter, if not resolved, by any other legal processes available at law. Mediation shall be conducted by an independent qualified mediator agreed to by both parties. If the parties fail to agree as to a mediator within ten (10) days of the first notice of mediation from one party to the other, the choice of a mediator shall be made by the American Arbitration Association ("AAA"), or another mediating or arbitrating entity selected by Shift4Shop, at a location in Lehigh County, Pennsylvania or via teleconference. In any action at law or in equity or in any proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, paralegal fees, costs of discovery, all fees and costs of appellate proceedings, and necessary disbursements in addition to any other relief to which such party may be entitled. You agree that any arbitration shall not permit claims on a class, mass, representative or private attorney general basis. You further agree that no claims of other parties may be consolidated with your claims in the arbitration without both your and our consent.
- i. **Mediation.** The parties hereto shall attempt to resolve any dispute or disagreement arising out this Agreement or the performance thereof by first submitting such dispute to mediation pursuant to the following procedures: Any dispute arising out of this Agreement or the performance thereof shall be resolved by submitting the same to nonbinding mediation and thereafter, if not resolved, by any other legal processes available at law. Mediation shall be conducted by an independent qualified mediator agreed to by both parties. If the parties fail to agree as to a mediator within ten (10) days of the first notice of mediation from one party to the other, the choice of a mediator shall be made by the American Arbitration Association ("AAA"), or another mediating

or arbitrating entity selected by Shift4Shop, at a location in Lehigh County, Pennsylvania or via teleconference. In any action at law or in equity or in any proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, paralegal fees, costs of discovery, all fees and costs of appellate proceedings, and necessary disbursements in addition to any other relief to which such party may be entitled.

- j. **Governing Law.** The laws of the Commonwealth of Pennsylvania shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement without regard to the principles of conflict of laws. You hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non convenes with respect to) the exclusive jurisdiction and venue of the federal and state courts in Lehigh County, Pennsylvania, USA. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement. The parties specifically exclude from application to this Agreement from the United Nations Convention on Contracts for the International Sale of Goods.

If a ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement. Thereafter, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions originally contemplated by this Agreement to the greatest extent possible. The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, promises, warranties, covenants or understandings with respect thereto other than those contained in this Agreement. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any purchase order issued by Customer with respect to the Services provided under this Agreement shall not be applicable and that any acceptance of such purchase order by Shift4Shop shall be for acknowledgment purposes only.

ARTICLE 2

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed by law. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

SERVICE SPECIFIC TERMS OF SERVICE

In addition to the general Terms of Service above, You also agree to be bound by the additional service specific terms applicable to the Services You purchase and/or use ("Service Specific Terms"). The following Service Specific Terms and policies are hereby incorporated by reference and will be binding upon the parties.

Hosting Services:

1. **Service Description.** As a website hosting service provider, Shift4Shop provides dedicated server computers that are integrated into the Internet. These server computers send and receive data and information throughout the Internet. Customer wishes to connect to the Internet using the hardware and software resources of Shift4Shop to establish an Internet web presence on one of Shift4Shop's server computers ("Hosting Services"). Shift4Shop grants You a limited, non-exclusive license to use the Hosting Services for the purpose of operating a website. All rights not expressly granted hereby are reserved by Shift4Shop.
2. **Resale.** Customer shall not resell to third parties the Hosting Services.
3. **Information.** The use of any data or information received by the Customer from the any service provided by Shift4Shop is at Customer's sole and absolute risk. Shift4Shop specifically disclaims and denies any responsibility for the completeness, accuracy or quality of information obtained through the services provided by Shift4Shop.
4. **Domain Name.** If Shift4Shop acquires an Internet domain name on behalf of the Customer, then Customer hereby waives any and all claims which it may have against Shift4Shop for any loss, damage, claim or expense arising out of or in relation to the registration of such domain name in any online or offline network directories, membership lists, registration lists or the release of the domain name from such directories or lists following the termination of the providing of this service by Shift4Shop for any reason.

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

Pursuant to Title II of the Digital Millennium Copyright Act (DMCA), all claims of copyright infringement for material that is believed to be residing on Shift4Shop's network or servers should be promptly sent in the form of written notice to the Designated Agent for DMCA Notices listed below:

How to Report A Claim of Infringement:

If you believe a Shift4Shop client and/or end user has posted material that infringes your copyright, a notification of a claimed copyright infringement must be provided via email or regular mail to Shift4Shop and must include the following information (the list below comes substantially straight from the statute 17 U.S.C. Section 512(c)(3); if you do not understand the language please seek independent advice):

- A physical or electronic signature of the copyright owner, or a person authorized to act on behalf of the owner, of an exclusive copyright that has allegedly been infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works on that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Shift4Shop to locate the material.

- Information reasonably sufficient to permit Shift4Shop to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted.
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is the owner, or is authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

You may email this letter to: legal@shift4.com

Failure to submit copyright infringement notification as described above will result in no legal notice or action on behalf of Shift4Shop. How to Make a Counter Notification:

If you are a Shift4Shop client and/or end user, i.e., subscriber, and you feel that material you have placed online that has been removed following an infringement complaint is in fact not an infringement, you may file a counter notification. 17 U.S.C. Section 512 (g)(3) requires that to be valid, the counter notification must be written and addressed to our agent (listed above) and must provide the following information (the list below comes straight from the statute; if you do not understand the language please seek independent advice):

- A physical or electronic signature of the subscriber.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Shift4Shop is not required to respond to counter notifications that do not meet the requirements above.

Our designated agent will present your counter notification to the Complaining Party. Once your counter notification has been delivered, Shift4Shop is allowed under the provisions of 17 U.S.C. Section 512 to restore the removed material in no less than 10, nor more than 14, business days, unless the Complaining Party notifies us that it has filed an action seeking a court order to restrain you, the subscriber, from engaging in infringing activity related to the material on Shift4Shop's system or network.

Misrepresentations:

Any person who knowingly materially misrepresents under this section:

1. that material or activity is infringing, or
2. that material or activity was removed or disabled by mistake or misidentification

shall be liable for any damages, including costs and attorney's fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by Shift4Shop, who is injured by such misrepresentation, as the result of Shift4Shop relaying upon such misrepresentations in removing or ceasing to disable access to it.