

CARDHOLDER INFORMATION TERMS

With respect to Cardholder Information, the parties to this Agreement expressly agree:

Cardholder Information. For purposes of this Agreement, the term “Cardholder Information” is defined as any information containing or evidencing either (a) a cardholder’s Personal Information, including, a cardholder’s name, card account number, debit card PIN numbers, address, social security number, or any other evidence of the cardholder’s credit, debit or other card type, or (b) information relating to transactions consummated with credit or other types of cards, including both electronic, written and other forms of data, and further including any encryption keys, tokens or algorithms used to secure any of the foregoing (the disclosure of which could lead to the disclosure of any other Cardholder Information). This definition also incorporates other, similar terms in this Agreement, including “cardholder data” and “card transaction information”.

Current and Future Laws and Rules. DISTRIBUTOR and CHARGE Anywhere agree that they will abide by and fully comply with all applicable Law as well as the Rules, Payment Card Industry requirements (including, without limitation, the Payment Application Data Security Standard) and the Plus and Interlink Operating Regulations, as amended or updated from time to time.

Limitations on Use of Cardholder Information. DISTRIBUTOR and CHARGE Anywhere agree that they will use Cardholder Information only for the purposes set forth in this Agreement, as specifically required by Law, or for other uses authorized in advance in writing by CHARGE Anywhere or the applicable Card Associations.

Nondisclosure. DISTRIBUTOR and CHARGE Anywhere agree that, unless (a) otherwise permitted by this Agreement, (b) with CHARGE Anywhere’s prior written permission, or (c) as required and authorized by Law, DISTRIBUTOR will not sell, transfer, or disclose to any person other than the respective Subscriber, CHARGE Anywhere, the Subscriber’s acquirer bank, and/or the respective Card Associations, any Cardholder Information which DISTRIBUTOR or CHARGE Anywhere may receive or transmit. DISTRIBUTOR and CHARGE Anywhere further agree to implement any agreements with third parties to which DISTRIBUTOR or CHARGE Anywhere provides access, to Cardholder Information (as permitted by this Agreement or agreed to by CHARGE Anywhere in writing) obligating said third parties to adhere to the terms of this Agreement and the regulations referenced herein.

Ownership of Cardholder Information. DISTRIBUTOR and CHARGE Anywhere acknowledge and agree that they have no ownership of or right to use the Cardholder Information. DISTRIBUTOR and CHARGE Anywhere shall have the right to access and use Cardholder Information only as authorized by the respective Card Associations, as set forth in this Agreement, and as set forth in DISTRIBUTOR’S agreements with Subscriber customers of CHARGE Anywhere and the Card Associations.

Indemnification. DISTRIBUTOR further agrees that it will indemnify and hold CHARGE Anywhere harmless from and against any and all Losses, including any fines and penalties from any Card Association, arising out of or related to DISTRIBUTOR’S (or its Representatives’) failure to abide by and fully comply with the Cardholder Information Terms.

Non-retention of Cardholder Information. If DISTRIBUTOR or CHARGE Anywhere participates in the authorization of payment transactions, or otherwise receives information containing Cardholder Information, such information will not be retained subsequent to the authorization, other than essential information (cardholder name, account number, expiration date and extended service code) necessarily required to provide the services identified in Exhibit A to this Agreement. Without limiting the generality of the foregoing, in no event shall DISTRIBUTOR or CHARGE Anywhere store or retain the contents or information recorded on the magnetic tracks of any card, any PIN data, the CVV2 (Visa), CVC2 (MasterCard), or CID (American Express) data of any card subsequent to obtaining an authorization.

Theft or Loss of Cardholder Information. For any suspected or confirmed theft, loss or disclosure of any Cardholder Information, DISTRIBUTOR shall notify CHARGE Anywhere as soon as possible, but in no event later than two business days. DISTRIBUTOR shall take all reasonable steps to remedy or contain suspected or confirmed loss or theft of any Cardholder Information. During the Term of this Agreement and for 12 months thereafter, DISTRIBUTOR will fully cooperate with the Card

Associations and others in investigations of suspected theft, loss, or disclosure of Cardholder Information, and violations of applicable Law or Rules.

Audits; Onsite Assessments; Scans. DISTRIBUTOR and CHARGE Anywhere will perform periodic information security self-audits and promptly remedy any deficiencies. DISTRIBUTOR and CHARGE Anywhere will complete any security assessments or scans required by any Card Association. Copies of any assessments or scans performed on DISTRIBUTOR shall be provided to CHARGE Anywhere, together with any other documentation reasonably necessary to evidence compliance with applicable Rules. In the event that any Card Association reasonably believes that a party's procedures to protect Cardholder Information are insufficient to ensure compliance with this Agreement or any Card Association reasonably believes that the Cardholder Information has been compromised during or as a result of a party's possession of that information, such party shall provide more formal assurance of compliance and/or engage an independent security firm to verify or certify such party's policies and procedures relative to Cardholder Information security.

Additional Security Procedures. Notwithstanding other terms of this Agreement or any agreement between DISTRIBUTOR, CHARGE Anywhere and any other party, both parties agree to follow appropriate procedures to protect the security of Cardholder Information received during the Term of this Agreement, including: (i) installing and maintaining a working network firewall to protect data accessible via the internet; (ii) using and regularly updating anti-virus software; (iii) ensuring security patches are current; (iv) encrypting stored data and data sent over open networks; (v) maintaining an information security policy for employees and contractors; (vi) storing all materials containing Cardholder Information in a restricted area; (vii) restricting access to Cardholder Information to those on a limited "need to know" basis; (viii) retaining Cardholder Information only as is reasonably appropriate, and consistent with, each party's authorized use and service; (ix) discarding Cardholder Information in a manner that ensures complete destruction; (x) assigning a unique ID to each person with computer access to Cardholder Information, and (xi) ensuring that unauthorized parties do not have access to any systems containing Cardholder Information.

Survival. DISTRIBUTOR'S AND CHARGE Anywhere's obligations under these Cardholder Information Terms survive this Agreement's termination for all Cardholder Information received during the Term of this Agreement.