

END USER LICENSE AGREEMENT FOR EBSEFT Q~CHECK SOFTWARE SERVICE: Q~Check Verification

VERY IMPORTANT-READ CAREFULLY: This EBSEFT Q~CHECK Agreement is a legal agreement between you (either an individual or a company) and EBSEFT Q~CHECK Corp for the service product identified above, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation.

By installing, copying, or otherwise using the SOFTWARE PRODUCT and VERIFICATION SERVICE, you agree to be bound by the terms of this agreement.

DEFINITIONS:

Acceptable Use Guidelines - THE ONLY TIMES WHEN A CHECK VERIFICATION FROM Q~CHECK CAN BE USED:

1. To verify an item in connection with payment for goods or services.
2. To validate the existence of an account in connection with an item or as a factor in deciding whether to guarantee an item.
3. You must have authorization prior to verifying a check in connection with goods or services. You can have written (signed check in hand), verbal (recorded authorization) or digital signature (I agree statement at the point of checkout online).

USE OF CHECK RESPONSES THAT YOU RECEIVE – You acknowledge that the check response you receive is at best a guide as to the viability of the check being verified and that Q~Check does not have absolute knowledge about any data provided and such data can change at any time due to actions by the check writer.

TERMS AND CONDITIONS:

1. Capacity to Contract. By accepting the terms and conditions of this Agreement, You represent and warrant that (a) You are of legal age to enter into a binding agreement in the jurisdiction where You are domiciled and doing business or older, (b) all information You provide to Q~CHECK in the online form and supporting documentation is true and correct in all respects, and (c) You will update Q~CHECK by e-mail or in writing pursuant to this Agreement with any changes to information You have previously supplied. You further represent and warrant that You have the legal authority to accept the terms and conditions of this Agreement on behalf of Your company and that such acceptance will be binding on Your company. Q~CHECK reserves its right, in its sole discretion, to refuse to provide You with any Q~CHECK Service.

2. Q~CHECK Services. Q~CHECK shall provide its Check Verification System to You in all material respects in accordance with the terms and conditions of this Agreement and consistent with all applicable Federal, State and Local laws and regulations.

2.1 Change of Services. The Q~Check Check Verification system database may change due to changes in market conditions, pricing, changes in database rules and regulations, or for other matters beyond our control. Q~Check retains the right to change database suppliers and or the database used when and as necessary and provide the new database to fulfill the services.

2.2 Limitations. Your use of the Q~CHECK Services shall be restricted to the specific business named in this Agreement and to the specific products or services specified in this Agreement. You may not use the Q~CHECK services for another individual, entity, product or service. Any attempt by You to use the Q~CHECK Services for another business or on behalf of another entity or individual or for other products or services renders this Agreement revocable by Q~CHECK and may result in an obligation for You to pay to Q~CHECK additional fees and charges.

2.3 Expiration of Verifications. All Q~Check transactions purchased by the business shall expire after a 6 month period beginning on the first day of purchase - verifications must be used during that time period or will automatically expire.

3. Your Compliance.

3.1 Authorized Use of Data. Subject to the terms and conditions of this Agreement and only during the term of this Agreement, You are authorized to use Data solely for the delineated purposes below (each an "Authorized Use") in connection with checks or automated clearinghouse entries (collectively "Items") presented to You for payment in any form or manner:

3.1.1 Verification. You may verify an Item in connection with a payment for goods or services;

3.1.2 Validation. You may validate the existence of an account in connection with an Item; or

3.1.3 As a Factor. You may use Data as a factor in deciding whether to guarantee an Item

3.1.4 You Further Acknowledge and Agree:

3.1.4(a) You will not alter or modify the Data provided to you in response to an inquiry on Your part in any way;

3.1.4(b) You will not use or rely on the Data provided to you in response to an inquiry for any purpose other than those set forth in this Agreement;

3.1.4(c) You understand that the Data provided to you in response to an inquiry is time sensitive and will be used in connection with the specific Transaction for which it is provided; and

3.1.4(d) You will not retain, store or aggregate the Data provided to you in response to an inquiry except as required or allowed by law or to perform Your obligations under this Agreement.

3.2 You Represent, Warrant and Certify to Q~CHECK that You will:

3.2.1 Use Data strictly in accordance with the Federal Credit Reporting Act (FCRA) and all other Federal, State, and Local laws, rules and regulations,

3.2.2 Use the Data solely for a permissible purpose under Section 604(a) of the FCRA, and for no other purpose; and

3.2.3 Comply with all of Your obligations as set forth in this Agreement

3.3 ID and Passwords. In connection with Your rights described in Section 2.1 and throughout this Agreement, You must password enable access to the Q~CHECK Software. You will restrict access to such ID, password, and account to Your employees and agents as may be reasonably necessary consistent with the purposes of this Agreement and will ensure that each such employee and agent accessing and using the account is aware of and otherwise complies with all applicable provisions of this Agreement regarding such use and access. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes for purposes of giving You access to the Q~CHECK Services. Q~CHECK shall be entitled to rely on information it receives from You and may assume that all such information was transmitted by or on behalf of You. You shall comply with all Q~CHECK recommendations and notices regarding the security of Your ID, password and Q~CHECK account(s).

3.3.1 Your Obligations Regarding Data. (a) You are solely responsible for the security of data residing on servers owned or operated by You, or a third party designated by You (e.g., a Web hosting company, processor or other service provider). You shall comply with all applicable Federal, State and Local laws, rules and regulations governing the security, collection, retention and use by You of financial information, including checking account numbers, and all other personally identifiable customer information

3.3.2 Compliance with Law and Q~CHECK Guidelines. In connection with the exercise of Your rights and obligations under this Agreement, You will comply with all laws, policies, guidelines, regulations, ordinances, rules applicable to You, this Agreement, Your business or the Transactions and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including, but without limitation, the rules promulgated by Industry Associations, the Federal Trade Commission, the electronic communication rules of the CAN-SPAM Act, and the privacy requirements of the Gramm Leach Bliley Act and regulations thereof. You shall not use the Q~CHECK Services in any manner, or in furtherance of any activity that may cause Q~CHECK to be subject to investigation, prosecution, or legal action.

3.4 Declination. Q~CHECK reserves the absolute right to decline to provide You Services if Q~CHECK, in its sole opinion and discretion, believes the You are or may use the Data for a purpose other than a permissible purpose under Section 604(a) of the FCRA or otherwise in violation of the terms and conditions of this Agreement or applicable law.

4. Q~CHECK has the right under this Agreement without prior written notice to You, to terminate You or Your Company's Q~CHECK Services Agreement.

5. Review and Audit Rights

5.1 Annual Reviews and Audits Q~CHECK has the right to conduct a review/audit of Your use of Q~CHECK services and Data each year and You agree to cooperate with said review. Said reviews may consist of questionnaires, telephone and/or live interviews, and/or on-site inspections of Your records, operations and procedures related to Your use of Q~CHECK services and Data and related to this Agreement which may include without limitation Your daily log files showing all the inquiries submitted to Q~CHECK. You agree to comply with all such requests and all other reasonable requests by Q~CHECK in its efforts to verify Your compliance with the terms and conditions of this Agreement.

5.1.1 Non-Compliance with Annual Review Should a review reveal that You are not in compliance with this Agreement and/or all applicable laws, rules and regulations or if compliance cannot be verified, Q~CHECK may immediately suspend Your access to the services and Data.

5.2 Right to Ad Hoc Reviews and Audits If at any time Q~CHECK has a reasonable basis to believe that You are not in compliance with the terms and conditions of this Agreement, Q~CHECK may request that You provide such documentation and information as may reasonably be requested by Q~CHECK to verify Your compliance with the terms and conditions of this Agreement..

5.2.1 Non-Compliance with Ad Hoc Review Should an Ad Hoc review reveal that You are not in compliance with this Agreement and/or all applicable laws, rules and regulations or if compliance cannot be verified, Q~CHECK may immediately suspend Your access to the services and Data.

6. Indemnification and Liability. You shall defend, indemnify, and hold harmless Q~CHECK and its affiliates, and/or subsidiaries, and any of their officers, directors, agents and employees, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Q~CHECK, arising out of or relating to (a) any breach or alleged breach by You of any

representation, warranty, or obligation of You set forth in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You and/or any of Your employees, agents or customers; (c) the reliability, accuracy, or legitimacy of payment data or purchase orders submitted by You to Q~CHECK; (d) payment card transactions submitted by You to Q~CHECK and rejected by Q~CHECK or an issuing bank; (e) any other violation of this Agreement; (f) claims by Your customers, including, but without limitation, claims relating to the disclosure of consumer data; (g) any alleged or actual violation by You of any applicable laws, regulations or rules of (i) the Checking Associations; (ii) the Gramm Leach Bliley Act; (iii) or any regulatory body or agency having jurisdiction over the subject matter hereof; or (h) any violation of Q~CHECK's Acceptable Use Guidelines. In the event You cause fines and/or penalties to be charged to Q~CHECK by any entity, You agree, to immediately reimburse Q~CHECK for said fines or penalties.

6.1 Liability on Entries. You will indemnify Q~CHECK if Q~CHECK incurs any loss or liability on account of any breach, with respect to any entries initiated by the You of any of the warranties of an originating Bank contained in the Banking Rules and Regulations.

6.2 Q~CHECK's Liability. In the event the Company incurs any loss due to of its own gross negligence regarding a particular entry or entries, Q~CHECK's liability to the Company shall be limited to:

6.2.1 Liability for its own negligence or willful misconduct; and

6.2.2 The amount recoverable by Q~CHECK from the Drafts, or any third party pursuant to the Banking Rules and Regulations or any indemnity agreement.

7. LIMITATIONS. UNDER NO CIRCUMSTANCES WILL: (A) Q~CHECK OR ANY OF ITS AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, AFFILIATES OR VENDORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING), INCLUDING, BUT WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) Q~CHECK'S TOTAL LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, UNDER THIS AGREEMENT OR WITH REGARD TO ANY Q~CHECK PRODUCT OR SERVICES, SHALL NOT EXCEED THE AGGREGATE COMPENSATION Q~CHECK RECEIVED FOR PROVIDING THE Q~CHECK SERVICES TO YOU DURING THE THIRTY (30) DAYS PRECEDING THE DATE ON WHICH THE CLAIM AROSE OR \$1,000, WHICHEVER IS LESS.

7.1 DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT Q~CHECK SHALL NOT BE LIABLE FOR ANY LOSS (HOWEVER OCCURRING, INCLUDING NEGLIGENCE), ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO PROPERLY ACTIVATE, INTEGRATE OR SECURE YOUR MERCHANT ACCOUNT; (B) FRAUDULENT TRANSACTIONS PROCESSED THROUGH YOUR SHOPPING CART, MERCHANT ACCOUNT, PAYMENT GATEWAY ACCOUNT (S) OR WEB SITE; (C) DISRUPTION OF Q~CHECK SERVICES, SYSTEMS, SERVER OR WEB SITE BY ANY MEANS, INCLUDING BUT WITHOUT LIMITATION, DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; (D) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING BUT WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER, PAYMENT PROCESSOR OR BANK; OR (E) UNAUTHORIZED ACCESS TO (I) DATA, CUSTOMER DATA (INCLUDING CHECKING NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION), TRANSACTION DATA OR PERSONAL INFORMATION BELONGING TO Q~CHECK, YOU OR ANY THIRD PARTY OR (II) THE Q~CHECK SERVICES, OR ANY SYSTEM OR PROGRAM ASSOCIATED THEREWITH; OR (F) THE LIMITATION OF THE FUNCTIONING OF ANY Q~CHECK SERVICES OR SOFTWARE, HARDWARE, OR EQUIPMENT ASSOCIATED THEREWITH.

7.2 THIRD PARTY PRODUCTS. THIRD PARTY PRODUCTS AND SERVICES. Q~CHECK MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO THIRD PARTY PRODUCTS OR SERVICES. YOUR USE OF THIRD PARTY PRODUCTS AND SERVICES IS AT YOUR OWN RISK. Q~CHECK ASSUMES NO RESPONSIBILITY AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS

OF LOSS AND/OR FRAUD INCURRED RESULTING FROM THE USE OF OR CONCLUSIONS DRAWN FROM ANY THIRD PARTY PRODUCT OR SERVICE, REGARDLESS OF WHETHER OR NOT Q~CHECK IS A RESELLER OF OR REFERRAL AGENT FOR SUCH PRODUCT OR SERVICE.

8. Your Warranties. You represent, warrant, certify and confirm that:

8.1 Accuracy of Your Representations. All representations and statements made by You in this Agreement, or in any other document relating hereto by You or on Your behalf, are true, accurate and complete in all material respects. You hereby authorize Q~CHECK to investigate and confirm the information submitted by You herein. For this purpose, Q~CHECK or its corresponding banks may utilize credit bureau reporting agencies and/or its own agents and all other legal means.

8.2 Lawful Business. You are engaged in a lawful business that includes the sale of products and/or services, and are duly licensed to conduct such business under the laws of all jurisdictions in which You conduct business.

8.3 Your Compliance. You comply with all laws, policies, guidelines, regulations, ordinances or rules applicable to You, this Agreement, Your business or the Transactions, including but without limitation: (a) the Checking industry rules and regulations; (b) the Gramm Leach Bliley Act; (c) any regulatory body or agency having jurisdiction over the subject matter hereof; (d) the Services Documentation and (e) the Terms of Use (f) all Federal, State and Local laws, rules and regulations and the UCC as they apply to electronic checks regarding presentment and electronic funds transfer in general.

8.4 Violation of Law. You, Your Company and its principals acknowledge and agree that the Q~CHECK system and services may not and shall not be used for transactions in violation of any U.S. law, including, but without limitation, the sanctions laws administered by the Office of Foreign Asset Control (OFAC), Banking Regulations and the United States Federal Trade Commission (FTC) or in violation of this Agreement

10. Confidentiality. Each party represents, warrants, guarantees and mutually agrees that any information concerning the other party which comes into its possession shall be maintained as confidential and shall only be shared with Q~CHECK's corresponding banks or financial institutions.

11. Disputes. All claims, demands, disputes, differences, controversies, and misunderstandings, regardless of whether sounding in contract, tort or a combination thereof, arising under, out of, in connection with, or in relation to this Agreement, or with operations carried out under this Agreement, including but without limitation to any dispute as to the validity, interpretation, enforceability or breach of this Agreement, shall be submitted to, and shall be determined by, binding arbitration in accordance with the provisions of the state of New Jersey, USA.

12. Applicable Law. This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of new Jersey, without reference or giving effect to its conflicts of law principles. You hereby irrevocably consent to the personal jurisdiction of and venue in the state and federal courts located in Monmouth County, New Jersey with respect to any action, claim or proceeding arising out of or related to this Agreement and agree not to commence or prosecute any such action, claim or proceeding other than in such courts. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement may be brought by You more than one (1) year after the cause of action arose.

13. Assignment. You may not assign this Agreement or any of its rights or duties hereunder without Q~CHECK's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. It is not for the benefit of any other or third person or entity, and no other or third person or entity shall have any rights against Q~CHECK or You hereunder.

14. FURTHER DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY BY Q~CHECK YOU AND YOUR PRINCIPALS EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER Q~CHECK SYSTEMS, INC, ITS AFFILIATES, SUBSIDIARIES, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, THIRD PARTY PROVIDERS, OR RESELLERS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR AS TO THE ACCURACY OF Q~CHECK SYSTEM'S COORSPONDING BANKS AND/OR THEIR AFFILIATES, RELIABILITY, COMPLETENESS, OR CONTENTS OF ANY CONTENT, INFORMATION, AND/OR REPORTING WITH THE SERVICE, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SERVICE, OR ANY LINKS TO OTHER SITES MADE AVAILABLE EITHER ON THE SERVICE AND/OR THROUGH Q~CHECK SYSTEMS, INC'S RESELLERS.

15. Relationship of the Parties. The parties herein are independent contractors to each other and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other party. Neither party shall make any representation that suggests otherwise.

16. Modifications. No amendment, modification, or change to any provision of this Agreement, nor consent to any departure by either party, will in any event be effective unless the same is in writing and signed by the other party, and then such consent will be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, Q~CHECK may amend this Agreement at any time upon written or electronic notice to You of not less than ten (10) days prior to the effective date of such amendment; provided that the addition or change of service fees, will become effective upon at least thirty (30) days' notice. If You do not agree to such amendments, Your sole remedy is to immediately terminate this Agreement upon written notice to Q~CHECK.

17. Severability; Headings. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

18. Waiver. The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

19. Force Majeure. To Neither party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the Q~CHECK Services by a third party by any

means, including but without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed disrupt or delay the Q~CHECK Services, or other catastrophes or any other occurrences which are beyond such parties' reasonable control (each a "Force Majeure Event"), provided that the party delayed will provide the other party notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event and in no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

20. Entire Agreement. This Agreement together with all of Q~CHECK's policies referenced herein sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. You acknowledge that this Agreement reflects an informed, voluntary allocation between Q~CHECK and You of all risks (both known and unknown) associated with the Q~CHECK Services. In the event of a conflict between the Terms of Use and this Agreement, the latter shall govern.

21. Survival. The provisions of this Agreement relating to any fees or other amounts owed, payment of interest on unpaid fees, confidentiality, warranties, limitation of liability, indemnification, governing law, severability, headings and this paragraph shall survive termination or expiration of this Agreement.