

User Agreement

Effective Date: 24 October 2016

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OUTLINED HEREIN. ALL TRANSACTIONS INVOLVING USE OF THE SERVICE CONDUCTED ON THE WEB CARRY FULL LEGAL AUTHORITY AND SCOPE DICTATED BY LAW FOR PAPER TRANSACTIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE CONTAINED HEREIN.

This is an agreement ("Agreement") between Aperture Payment Solutions, LLC, Inc. ("we", "us", "Aperture Payment Solutions", "Aperture Payment Solutions, LLC") and you, an end user ("you", "user" or "subscriber") of Aperture Payment Solutions, LLC's service and software (the "Service") as described herein. By establishing, activating, using, or paying for the Service, you acknowledge that you have fully read and understood these terms, you agree to the terms and conditions in this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms, and to the prices, charges, and conditions provided to you in association with your enrollment, including marketing materials and the Aperture Payment Solutions, LLC website. This Agreement governs the Service and any website, application or software used in conjunction with the Service. You acknowledge and agree that any and all transactions performed (via use of the Service) during the term of this Agreement that are conducted through the utilization of electronic transactions are binding as stated by law. You understand that your consent, when issued electronically by use of your unique identifiers or passwords, bears the same legal authority as your written signature and is binding as stated by law.

Service Description

The Service

Aperture Payment Solutions, LLC provides software and services for retail businesses, small businesses, medium businesses, quick-

service restaurants, full-service restaurants, large businesses, franchise businesses, enterprise businesses, multi-store businesses, and other businesses. We may change, remove, or add features of the service from time to time without notice. You acknowledge that not all Services can be guaranteed to perform acceptably from all locations due to reliance on Internet communications.

Service Term

The Service is offered both as a free and as a paid service. The paid Service is offered on a month-to-month basis, beginning on the date when Aperture Payment Solutions, LLC activates the Service, with the Service to be automatically renewed on a monthly basis. You may cancel the Service at any time by uninstalling the app from the Clover App Market. If you cancel the Service prior to the end of the monthly billing period, you will not be entitled to billing credits or refunds for the unused portion of your billing period or unused prepaid usage credits.

Free Trial Offer

From time to time, Aperture Payment Solutions, LLC may allow users to subscribe pursuant to a promotional offer granting a free trial for the Service ("Free Trial"). Free Trial subscribers will receive free use of the Service solely for a limited period of time and all use of the Service shall be subject to the terms herein, plus all other restrictions, limitations and conditions identified in the specific promotional offer. Notwithstanding any other provision in this Agreement, all Free Trial subscriptions are provided solely as an accommodation to the subscriber. Once the Free Trial period expires, the subscriber will be ineligible to subsequently establish another Free Trial account under the same or any other identity, unless expressly permitted to do so under the terms of a specific promotional offer.

Termination for Cause

Either party may terminate this Agreement at any time in the event that the other party breaches any provision of this Agreement in any material respect and fails to cure such breach within 30 days after receipt of written notice of such breach. Notwithstanding the foregoing, Aperture Payment Solutions, LLC may terminate this Agreement and/or suspend the provision of the Service immediately

for: illegal, fraudulent, excessive or improper use of the Service or if deemed reasonably necessary by Aperture Payment Solutions, LLC to prevent interruption or disruption to or to protect the integrity of the Aperture Payment Solutions, LLC system, Aperture Payment Solutions, LLC webservice, Aperture Payment Solutions, LLC database, its business or other customers; if any portion of an invoice not reasonably disputed in good faith as herein provided remains unpaid when due; or for breach, not subject to cure. Aperture Payment Solutions, LLC shall not be liable to you or any third party for any form of damages whatsoever including but not limited to any consequential or resulting damage or loss, should we exercise our right to discontinue Service, in whole or in part, or terminate this Agreement pursuant to this section.

Use of Service

Responsibility for Account Information

In connection with your use of the Service and the Service's website, you may be asked to provide an email address, a merchant name, and possibly the password connected with your use of the Service. You are entirely and solely responsible for maintaining confidentiality all of your password and account information, and all identification and security codes that control access to the Service and website. You are solely responsible for all uses of the Service in association with your account, whether or not authorized by you.

Responsibility for Communications and Content

You are the sole owner of content and solely responsible for the content of all communications using your account. You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations in accessing and using the Services, and will immediately notify us if you learn of or suspect a security breach or any illegal activity in connection with the Services. You must not transmit any form of communication that violates any law, court order, governmental code or regulation; you must not violate any third party rights in using the Service; and you must not use the Service in any way that damages, interferes with, or disrupts Aperture Payment Solutions, LLC's system or other users. We may suspend any such communications without any notice to you. You understand and agree that your use of the Service and any content

is solely at your own risk.

Consent to Receive Email

By establishing a paid or trial account with Aperture Payment Solutions, LLC, you consent to receive email communication from us concerning services including without limitation, sign up confirmation receipts, installation guides, notices of service updates and other correspondence required for the administration of the Service. We expect to communicate with you as necessary via email and the Aperture Payment Solutions, LLC and/or Service website.

Resale and Transfer

You are expressly prohibited from reselling or transferring the Service and/or software to any other person, company, or other entity for any purpose, without the prior express written permission from a duly authorized representative of Aperture Payment Solutions, LLC.

Unlawful and Prohibited Use

You agree to use the Service only for lawful purposes. You are expressly prohibited from using the Service to transmit or receive any communication or material of any kind when in Aperture Payment Solutions, LLC's sole judgment the transmission, receipt, or possession of such communication or material would constitute, or encourages conduct that would constitute, a criminal offense, give rise to a civil liability, or otherwise violate any applicable laws. You are expressly prohibited from using the Service for any abusive or fraudulent purpose, including using the Service in a way that interferes with our ability to provide the Service to you or other customers or avoids your obligation to pay for the Service. Aperture Payment Solutions, LLC, in its sole discretion, may terminate your Service without advance notice if it believes you have violated any of the aforementioned restrictions, or if you act in a manner that is threatening, obscene, harassing, or abusive to Aperture Payment Solutions, LLC personnel. You are and shall be liable for any and all use of the Service by any person using the Service provided to you and agree to indemnify, defend and hold harmless Aperture Payment Solutions, LLC, its members, officers, principals and agents against any and all liability, claims and damages for any such use. If Aperture Payment Solutions, LLC, in its sole discretion, believes that you have violated any of the aforementioned restrictions, Aperture Payment

Solutions, LLC may forward personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

Unauthorized Commercial Use

The Service is for business purposes only, or for the direct benefit of you, your company, affiliated organization or other entities authorized by you. You agree that will not make the Service available to unaffiliated persons, whether or not you generate income from this practice.

Privacy Policy

Any information you submit through the Service or while using the Service, and any information collected about your use of the Service by Aperture Payment Solutions, LLC and its agents, will be subject to Aperture Payment Solutions, LLC's Privacy Policy.

Theft of Service

You agree to notify Aperture Payment Solutions, LLC immediately if you become aware at any time that your Service is being stolen or fraudulently used, or access to your identification codes or security codes has been compromised in any way. You must provide a detailed description of the circumstances of the theft or stolen or fraudulent use of the Service and supply any additional documentation requested by Aperture Payment Solutions, LLC. Failure to do so in a timely manner may result in the termination of your Service and additional charges.

Copyright, Trademark, and Unauthorized Use

The Service and any software used to provide the Service or provided to you in conjunction with providing the Service, and all Services, information, documents, and materials on Aperture Payment Solutions, LLC's website are protected by copyright, trademark, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of Aperture Payment Solutions, LLC are and shall remain the exclusive property of Aperture Payment Solutions, LLC and nothing in this Agreement shall grant you the right or license to use

such Marks.

Audit and Law Enforcement

Aperture Payment Solutions, LLC reserves the right to audit your use of the Service to enforce the provisions of this Agreement. Aperture Payment Solutions, LLC reserves the right to track and monitor your Service and usage subject to the requirements of the United States Patriot Act and other laws and appropriate law enforcement processes. You acknowledge and agree that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable federal or state law.

Charges and Payment

Billing

As a subscriber, you may cancel your subscription at any time before the end of the applicable billing cycle, and upon cancellation, you will: (i) not receive a refund for the billing period during which you cancel your subscription, and (ii) be able to access its subscription and receive issues and updates of the relevant subscription until the subscription termination date.

Price

Prices and charges relating to the Service are posted on the Clover App Market website. We may change the prices and charges for the Service from time to time. Existing merchants using the App will not be impacted by price changes unless they change their level of service or uninstall and re-install the App.

Failure to Pay

We may suspend, restrict, or cancel the Service and this Agreement if you do not make payments for current or prior bills by the required due date.

Taxes

You are responsible for, and must pay, any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes, Universal Service Fund fees, and charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service. These amounts are in

addition to payment for the Service.

Service Interruption

You acknowledge and agree that credit allowances for interruption of the Service will not be provided.

Service Cancellation

You may cancel the Service at any time by notifying Aperture Payment Solutions, LLC according to the procedures specified on the Aperture Payment Solutions, LLC website. You remain fully liable for accrued charges, taxes, and fees outstanding at the time of termination.

Reasonable advance notice will be provided to current subscribers of an app before Aperture Payment Solutions, LLC ceases to make services available through the app. Aperture Payment Solutions, LLC may take down an app or remove it from current distribution due to: (a) an allegation or actual infringement of any intellectual property right or right of publicity or privacy of any third party, (b) an allegation or actual defamation, (c) an allegation or determination that an app does not comply with applicable law, (d) ceasing to do business, or (e) filing a petition in bankruptcy, dissolving or otherwise failing or unable to pay your debts as they become due.

An app may be removed at any time from the App Market if it is determined that the app: (i) may infringe or otherwise violate the intellectual property rights or any other rights of any third party; (ii) violates any applicable law, regulation, card association rule, or is subject to an injunction; (iii) violates the Clover App Market Developer Program Policies; (iv) is being distributed in a manner that is in breach of the Clover Developer Terms; (v) may create liability for Clover; or (vi) may contain a virus, malware or spyware, or may have an adverse impact on Clover's systems.

Your Account Obligations

In consideration of your use of the Service, you agree to: provide true, accurate, and current information about yourself when creating an account; maintain the confidentiality of your account and password and restrict access to your computer; and accept responsibility for all activities that occur under your account or

password. If you provide any information that is untrue, inaccurate, or not current, we reserve the right to suspend or terminate your account and refuse any and all current and future use of the Service. You further agree to immediately notify us of any unauthorized use of your password or account or any other breach of security.

3rd Party Content

Aperture Payment Solutions, LLC may permit 3rd Parties to publish content on the Site or include 3rd Party content via Application Programming Interfaces (APIs) including but not limited to graphics, text or copy, reviews, and pricing and promotional information. Despite our best efforts, typographical and/or pricing mistakes may, on rare occasions, appear on the Site, and Aperture Payment Solutions, LLC cannot guarantee the price of any promotion or offer. Aperture Payment Solutions, LLC is not the publisher or owner of this content and assumes no liability thereof. Aperture Payment Solutions, LLC further assumes no liability for 3rd Party promotions and offers whatsoever, included but not limited to price, quality, value, or availability.

Indemnification

You agree to defend, indemnify, and hold Aperture Payment Solutions, LLC, its members, principals, affiliates, our licensors, vendors, service providers, and each of our and their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns (collectively, "Indemnitees") and any other service provider who furnishes services to you or enables us to furnish services to you (collectively, "Indemnitees") in connection with this Agreement or the Service, harmless from and against any and all claims, disputes, demands, proceedings, cause of action, judgments, damages, liabilities, losses, costs or expense (including, but not limited to attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed which may arise out of or are in any way connected with your access and/or use of the Services, or from any of your acts or omissions in connection with the use of the Services and from claims, liability, losses or damages relating to or arising out of the Service or this Agreement, including, but not limited to: (1) any person accessing the Service using your account; (2) any actual or alleged violation of this

Agreement or any applicable law, rule or regulation by you or any person accessing the Service using your account; or (3) any actual or alleged infringement or violation by you or any person accessing the Service using your account of any intellectual property, privacy right, or other right of any person or entity. You agree that Aperture Payment Solutions, LLC should not be and is not responsible for any third party claims against us that arise from your use of the Service. Further, you agree to reimburse us for all of our costs and expenses related to the defense of any such claims, including attorneys' fees and expenses, unless such claims have resulted due to our willful misconduct or gross negligence.

Aperture Payment Solutions, LLC does not have and shall not have any responsibility or liability to a subscriber of an app in any way with respect to the subscriber's use of an app.

Links

This Service may, on occasion, provide links to a third party's website. These links allow you to leave the Site, and we encourage you to be aware when you leave the Site and to read the terms and conditions and privacy statements of each and every third party website that you visit. The linked website is not under our control and we are not responsible for the contents of any linked website or any link contained in a linked website. Aperture Payment Solutions, LLC is not responsible for examining or evaluating such website, does not warrant or endorse them, and is not affiliated with the offerings, content, or practices of any third party website.

Limitations Of Liability

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF THE APERTURE PAYMENT SOLUTIONS, LLC SERVICE DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF APERTURE PAYMENT SOLUTIONS, LLC HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, NOT TO EXCEED THE TOTAL AMOUNTS PAID BY YOU IN THE TWELVE MONTHS UNDER THIS AGREEMENT IMMEDIATELY PRECEDING THE CLAIM.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR".

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, APERTURE PAYMENT SOLUTIONS, LLC, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS AND ALL OF THE INDEMNITEES, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED BY US OR THE SERVICES. WE AND THE INDEMNITEES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT ACCESS TO THE SERVICES AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES,

WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND WE AND THE INDEMNITEES WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE. NEITHER APERTURE PAYMENT SOLUTIONS, LLC NOR ITS AFFILIATES, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS NOR ANY OF THE INDEMNITEES WARRANTS THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF THE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE. NEITHER APERTURE PAYMENT SOLUTIONS, LLC NOR ITS LICENSORS OR SUPPLIERS NOR ANY OF THE INDEMNITEES SHALL HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH YOUR USE OF SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, APERTURE PAYMENT SOLUTIONS, LLC EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

Miscellaneous

General Provisions

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement. Failure by Aperture Payment Solutions, LLC to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements, or proposals concerning the Service, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Aperture Payment Solutions, LLC is relying on any representations or statements by the other party or any other person that are not included in this Agreement. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law

This Agreement, and all other aspects of the use of the Service and the Aperture Payment Solutions, LLC website, shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use or pay for the Service. You agree to submit to the exclusive jurisdiction of the state of California or California courts located in or with responsibility for Orange County, California to resolve any disputes arising hereunder. ANY CAUSE OF ACTION BY USE OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE INSTITUTED WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT OR FACTS GIVING RISE TO SUCH DISPUTE OR CAUSE OF ACTION, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

Events Beyond Our Control

Aperture Payment Solutions, LLC will not be responsible to you for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

Assignment

Aperture Payment Solutions, LLC can assign all or part of its rights or duties under this Agreement without notifying you. In the event of such assignment, Aperture Payment Solutions, LLC shall have no further obligations to you. You may not assign this Agreement or the Service without Aperture Payment Solutions, LLC's prior written consent.

Survival

The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations, billings, and your obligations to pay for the Service provided, including any additional usage charges, shall survive any termination of this Agreement or termination of the Service.

Non-Waiver

Failure by Aperture Payment Solutions, LLC to insist upon strict performance of any terms or conditions of this Agreement or failure or delay to exercise any rights or remedies provided herein or by law shall not release you from any of the warranties or obligations of this Agreement, and shall not be deemed a waiver of any right of Aperture Payment Solutions, LLC to insist upon strict performance hereof or any of its rights and remedies.

Changes to this Agreement

Aperture Payment Solutions, LLC may change this Agreement from time to time. Any changes will be posted at the Terms of Use section of the Clover Apps Store and will be considered received by you and any such changes will become binding and effective on the date the changes are posted to the Clover Apps Store website, except in the case of changes to the prices or charges, when we will comply with our notice commitments described above. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICE AFTER ANY CHANGES IN THE TERMS, OR CONDITIONS, YOU AGREE TO THE CHANGES. The Agreement as posted supersedes all previously agreed to electronic and written terms of service.