

EXCEPTION REFUND ACCESS AGREEMENT

This Exception Refund Access Agreement (“Agreement”) between Fullsteam Operations LLC (“Fullsteam”) and the sub-merchant agreeing hereto, (“Sub-merchant,” “you” or “your”), shall be effective upon receipt by Fullsteam of Sub-merchant’s acceptance of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO BECOME BOUND BY THESE TERMS AND CONDITIONS. THIS AGREEMENT WILL CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US. YOU REPRESENT THAT YOU HAVE THE APPROPRIATE AUTHORITY TO BIND THE SUB-MERCHANT TO THIS AGREEMENT.

In consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows.

Fullsteam’s Exception Refund Access (“ERA”) feature is for the sole purpose of refunding funds back to the original credit card used for the purchase of a good or service from the Sub-merchant and only in the case that the original purchase was processed by a processor other than Fullsteam. You represent and warrant that the ERA feature will only be used for the purpose intended as described above. Fullsteam may, at its sole discretion, for any reason, cause or no cause, accept or reject any refund initiated under this Agreement.

You represent and warrant that you understand that when using the ERA feature, all credit transactions processed through your Fullsteam account will bypass our standard checks, and anyone with sufficient permissions to your Fullsteam account will be able to issue credits to credit cards outside of our standard security limits. You agree to accept all risks associated with using the ERA feature, including, but not limited to fraud, and you expressly assume all risks, pursuant to the terms of your Sub-merchant Payment Processing Agreement with Fullsteam.

This Agreement will be for the term of your Sub-merchant Payment Processing Agreement with Fullsteam unless terminated by either party for cause or no cause, without penalty, upon providing the other party ten (10) days prior written notice. Fullsteam may terminate this Agreement immediately, without notice, if Fullsteam in its reasonable discretion, believes that any activity using the ERA feature is illegal or in violation of any payment processing rules or regulations.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant’s authorized representative as evidenced by the signature below.

Sub-merchant: _____

By: _____

Print Name: _____

Title: _____

Date: _____