



PayPal, Inc. requires these terms to include PayPal or Venmo in a program.

PAYPAL AND VENMO TERMS AND CONDITIONS

These PayPal and Venmo Terms and Conditions ("Terms and Conditions") are incorporated into and made a part of your ("you" or "Client") negotiated master agreement ("Agreement") with Onbe, Inc. and/or one of its affiliates ("Company"). "PayPal" refers to PayPal, Inc., the payment modality provider engaged by Company to provide payments to holders of either PayPal or Venmo accounts. As between Client and Company, the following terms and conditions apply solely to any PayPal or Venmo redemption option ("PayPal Redemption Option") offered under the Agreement. **Any instance that requires PayPal approval, notice or consent pursuant to these terms will be facilitated by Company on Client's behalf.**

1. Client Obligations. Client has chosen to offer a PayPal Redemption Option under the Agreement. Client acknowledges that (i) Company's Agreement with PayPal requires Client to comply with these Terms and Conditions and (ii) Client's use of the PayPal Redemption Option is subject to PayPal's approval. Client agrees to adhere to these Terms and Conditions and, if applicable, ensure Client's end clients using the PayPal Redemption Option are contractually obligated to the same terms and conditions as Client outlined herein.
2. Client Marks. Client grants to PayPal a non-exclusive, non-transferable, royalty-free right and license to use, reproduce, distribute and display name and trademarks, including registered and common law trademarks, trade names, service marks, logos, domain names and designations licensed pursuant to the Agreement (collectively, "Marks") of Client, in each case solely to identify Client as the sender of a payment. Client represents and warrants that such license is legal, valid, binding and enforceable and granted by a licensor with authority to grant such license. PayPal is a third party beneficiary of this paragraph.
3. PayPal Marks. Except as expressly permitted pursuant to the Agreement, Client shall not use PayPal's Marks in any sales, marketing or publicity activities or materials or for any other purpose without Company's prior written consent. If Client is granted a license to use PayPal Marks and such license is revoked or terminated, Client must immediately cease use of the licensed Marks and promptly remove all references to PayPal or its Affiliates from any materials, communications, websites or other locations where such Marks are being used.
4. PayPal Acceptable Use Policy. Client shall comply with the PayPal Acceptable Use Policy, as amended by PayPal from time to time (the "PayPal Acceptable Use Policy"; the current PayPal Acceptable Use Policy is located at https://www.paypal.com/us/webapps/mpp/ua/acceptableuse-full?locale.x=en_US), and shall not use the Services to facilitate Payments prohibited or restricted by the Agreement (such as consumer payments).
5. PayPal Confidential Information. The confidentiality obligations in the Agreement shall also apply to "Confidential Information" received by Client from PayPal, where Client is the receiving party and PayPal is the disclosing party.
6. Publicity. Without the prior written consent of PayPal, Client may not issue any press release, interview or other public statement regarding any portion of the Agreement concerning PayPal (including these Terms and Conditions) or regarding the relationship between Client, Company, and PayPal.
7. General Prohibitions. To the extent Client has access to any PayPal APIs, PayPal API tools or PayPal technology, Client shall not: (i) sell, transfer, sublicense, or disclose the PayPal technology, APIs or API tools to any third party (other than subcontractors approved by Company in writing); (ii) disclose, display, sell, transfer, sublicense, and/or assign any interest in any PayPal technology or PayPal Confidential Information; (iii) collect any personal information accessed through the APIs without the express consent of the PayPal customer; (iv) send unsolicited communications; (v) use the PayPal technology, APIs and API tools in violation of Applicable Laws or in connection with any activity that constitutes an unfair, deceptive or abusive act or practice; (vi) use or access the PayPal technology, APIs, API tools or any other PayPal Confidential Information to directly or indirectly solicit, target or otherwise communicate with PayPal customers except as necessary to complete

Payments using the Services; (vi) use any personal information received from or on behalf of PayPal in connection with the Services for any purpose other than to complete Payments using the Services; or (vii) ask customers to provide, or otherwise directly or indirectly seek to obtain, their PayPal passwords or establish PayPal accounts and set passwords on behalf of customer.

8. **Non-Solicitation; Restrictions.** Client shall not (i) solicit or facilitate the solicitation by any third party (including any customer) of PayPal customers or users as a result of their status as PayPal customers or users, (ii) explicitly refer to PayPal customers or users as "PayPal Customers," "PayPal users," "PayPal members" or any similar such reference or (iii) ask their underlying customers to provide, or otherwise directly or indirectly seek to obtain, their PayPal passwords or establish PayPal accounts and set passwords on behalf of their underlying customers.
9. **Insurance.** Client will maintain insurance covering its business, including, among other things, employee fraud, at commercially reasonable levels taking into account the size and scope of its business, and, at a minimum, covering risks and in amounts required by Applicable Laws (this clause is not intended to and will not limit or qualify either party's liabilities or obligations under the Agreement).
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL PAYPAL OR ANY OF ITS AFFILIATES BE LIABLE TO CLIENT FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS OR PAYPAL'S ACTS OR OMISSIONS IN CONNECTION WITH THESE TERM AND CONDITIONS.
11. **Disclaimer.** PAYPAL SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY OF ITS PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. ACCESS TO PAYPAL DATABASES AND PARTICIPATION IN AND USE OF THE SERVICES AND PAYPAL SERVICES, INCLUDING USE OF THE APIs (AND DATA ACCESSED FROM THE APIs) AND API TOOLS, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. PAYPAL MAKES NO WARRANTY THAT THE SERVICES OR PAYPAL SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE SERVICES OR PAYPAL SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.
12. **Payment Information.** PayPal shall have no liability or responsibility whatsoever for missing, incomplete or inaccurate instructions to send Payments to certain PayPal customers ("Payment Instructions") or for the misdirection of funds attributable to such missing, incomplete or inaccurate Payment Instructions.
13. **Payments and Payment Instructions.** Client acknowledges and agrees that (i) PayPal may block, suspend, or terminate any Payments, Payment Instructions and Services and may reject for processing or refuse any Payments or Payment Instructions as provided by these Terms and Conditions and (ii) PayPal shall not be responsible for the accuracy of Payment Instructions or the accuracy, ownership or control of the email address or mobile number set forth therein and that PayPal shall in no event be liable for Payments made in accordance with the Payment Instructions it receives from Client or Company.
14. **Unaccepted Payments.** Client acknowledges and agrees that in the event that during the first thirty (30) days following the initiation of a Payment ("Window") PayPal determines that the Payment has not been accepted (an "Unaccepted Payment"), PayPal will return the amount of the Unaccepted Payment to Company. During the Window, Company may cancel any Unaccepted Payment. PayPal shall have no responsibility for Unaccepted Payments after and to the extent they have been credited to Company.
15. **Nonuse of Services.** Without limiting PayPal's or Company's other rights and remedies under the Agreement, if PayPal notifies Company that it has determined that any customer is not eligible to use the Services under the PayPal Acceptable Use Policy, that any use of the Services is in violation of the PayPal Acceptable Use Policy or that Client has violated these terms, Company shall take all reasonable actions necessary to prevent Client or, if applicable, Client shall take all reasonable actions necessary to prevent its relevant end client, from using the Services.
16. **PayPal Privacy Statement.** Any personal data shared with PayPal is subject to the PayPal Privacy Statement located at <https://www.paypal.com/us/legalhub/paypal/privacy-full>.