

Authorize.Net Value-Adding Service Terms and Conditions

1. Expansion of Services. The terms "Services" and "Authorize.Net Services," as each is defined in the Payment Gateway Merchant Services Agreement ("Agreement"), shall include each of the Value-Adding Services. Each Value-Adding Service is described on the Authorize.Net Web site and in the Services Documentation. All terms of the Agreement applicable to the Authorize.Net Services shall be applicable to each Value-Adding Service.

2. Your Obligations. In addition to Your obligations set forth in the Agreement, You agree to pay the Value-Adding Service Fees, in accordance with Section 6 of the Agreement, in the amounts provided in the Fee Schedule located in the Merchant Interface and/or in the Value-Adding Service documentation page accessed during enrollment in the applicable Value-Adding Service. By checking the "I ACCEPT" button next to a Value-Adding Service Fee schedule, You acknowledge Your acceptance of such fees, Your obligation to pay same and the terms and conditions applicable to the Value-Adding Service.

3. Your Warranty. You represent, warrant, and covenant to Authorize.Net that Your use of the Value-Adding Services and any information gathered by You in connection with use of a Value-Adding Service: (a) will be fully compliant with all applicable local, state and federal laws, rules, and regulations; (b) will be in accordance with all applicable Services Documentation; and (c) will not be used for any purpose other than in connection with the Value-Adding Service.

4. Acknowledgement. You understand, acknowledge, and agree that (a) You will be solely responsible for ALL transactions processed through Your payment gateway account(s), regardless of whether such transactions are monitored by a Value-Adding Service; (b) You will be solely responsible for Your use of the Value-Adding Service including, without limitation (i) configuring, maintaining and updating, as You deem necessary, the applicable settings for Your Value-Adding Service account; and (ii) with respect to each Transaction processed via your payment gateway account(s), and regardless of any data, analysis, or information generated or not generated by the Value-Adding Service, as applicable, determining the appropriate action for each such Transaction (i.e., approve, void, decline, reject); (c) under certain circumstances, it may be necessary for Authorize.Net to adjust Your Value-Adding Service security settings, with or without notice to You, to guard against fraudulent activity and that such actions may inadvertently cause legitimate transactions to expire, be rejected or delayed; and (d) Authorize.Net shall not be liable under any theory of law, including negligence, for any loss associated with any of the foregoing.

5. AUTHORIZE.NET WARRANTY. IN ADDITION TO ANY LIMITATIONS OR DISCLAIMERS SET FORTH IN THE AGREEMENT, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE VALUE-ADDING SERVICES ARE PROVIDED TO YOU BY AUTHORIZE.NET "AS IS" AND THAT AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE VALUE ADDING SERVICES OR ANY OTHER TECHNOLOGY, CONTENT, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION, DATA, PRODUCTS, OR SERVICES, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND THAT YOUR SOLE REMEDY FOR ANY ISSUE RELATED TO OR ARISING FROM THE VALUE ADDING SERVICES, AND AUTHORIZE.NET'S SOLE LIABILITY FOR SAME, WILL BE TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR USE OF THE VALUE-ADDING SERVICES.

6. Risk, Security and Disclosure. The risk and security suggestions provided to You in the Services Documentation for any of the Value-Adding Services are solely for illustrative purposes to show best industry practices, and You shall be solely responsible for choosing the appropriate settings and parameters for Your account.

7. Termination. If Your Agreement is terminated for any reason, Authorize.Net shall immediately cancel access to Your Value-Adding Service account. It is Your responsibility to download all reports prior to the effective date of any such termination as such reports will not be available subsequent to the termination date.

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8. Incorporation by Reference. The Value-Adding Services Fee Schedules are incorporated herein by reference. All capitalized terms shall have the meanings set forth in the Agreement.

9. Third Party Programs. Authorize.Net makes no warranty, express or implied, with regard to any third party services or software.