Authorize.Net™
Where the World Transacts

ECHECK.NET™ SERVICE APPLICATION   Attn: Dean Winn

APPLICATION INSTRUCTIONS

1. Complete the eCheck.Net Application below. All information is required unless stated "optional."
2. Initial the pages labeled "eCheck.Net Standard Terms" in the upper right hand corner, indicating that you have read and agree with the terms.
3. Attach a voided check, preprinted with company name and address for the bank account supplied below.
4. **If Merchant is a Corporation, LLC, or Professional Corporation for OVER TWO YEARS, also include:**
    a. copy of Articles of Incorporation or Articles of Organization (and if non-profit, IRS proof of non-profit status)
    b. last two years of financial statements (signed profit/loss and balance sheets OR signed tax returns)
    c. current, signed year-to-date profit/loss and balance sheet
5. **If Merchant is a Corporation, LLC, or Professional Corporation for LESS THAN TWO YEARS, also include:**
    a. copy of Articles of Incorporation or Articles of Organization

   (and if non-profit, IRS proof of non-profit status)
    b. available financial statements (signed profit/loss and balance sheets OR signed tax returns)
    c. current, signed year-to-date profit/loss and balance sheet
    d. name and signature of Personal Guarantor
    e. copy of Personal Guarantor's Driver's License
6. **If Merchant is a Sole Proprietor or Partnership, also include:**
    a. name and signature of Personal Guarantor
    b. copy of Personal Guarantor's Driver's License
7. If applicable (see Fee Schedule), enclose a check in the amount of the eCheck.Net Application Fee made payable to Authorize.Net Corp.
8. Print out and fax **OR** mail the completed and signed Application and all other required documents (including initialed pages of the eCheck.Net Standard Terms) to: (fax) 801-818-3312 or (mail) eCheck.Net Application Support Department, Authorize.Net Corp., 915 South 500 East, Suite 200, American Fork, Utah 84003.

FAILURE TO FOLLOW THE INSTRUCTIONS LISTED ABOVE MAY DELAY THE PROCESSING OF YOUR APPLICATION

Subject to the acceptance process described in this Application, this eCheck.Net Service Agreement, comprised of this Application, the eCheck.Net Standard Terms and all incorporated policies and procedures (collectively, the "**Agreement**"), is made and entered into by and between AUTHORIZE.NET CORP., a Delaware corporation whose principal place of business is 915 South 500 East, Suite 200, American Fork, Utah 84003 ("**Authorize.Net**"), and the company listed below in the eCheck.Net Application ("**Merchant**"). Authorize.Net is a wholly owned subsidiary of InfoSpace, Inc., a Delaware corporation whose principal place of business is in Bellevue, Washington.

Please Print And Fill Out Completely (Incomplete Applications Will Not Be Processed or Activated)

Company Name	Doing Business As	Date

Location Address	City/State/ZIP Code	Company Website Address (URL)

Billing Address	City/State/ZIP Code	D-U-N-S Number (Optional)

Type of Business and Description of Products Sold	Contact Name & Email Address

Federal Tax ID #	Company Telephone	Company Facsimile	Mobile Telephone	Years in Business

Corporate Officer or Principal No. 1

Name	Social Security #	Email Address	Title

Corporate Officer or Principal No. 2

Name	Social Security #	Email Address	Title

Business Trade References (Please provide both)

Company Name	Account Number	Contact Name	Address/City/State/ZIP	Telephone
Company Name	Account Number	Contact Name	Address/City/State/ZIP	Telephone

Bank ACH Information (Mandatory for billing purposes and funds transfers)

Banking Institution Name	Local Branch Address/City/State/ZIP Code		
Name of Bank Branch	Telephone	Bank Routing Number (9 digits)	Checking Account Number

Credit Card Information (Optional: for backup billing purposes only)

Name as it Appears on Card	Credit Card Number	Expiration Date

Account Information and Requested Limits

Authorize.Net Login ID:	Maximum Requested Ticket Size per eCheck.Net Transaction:	Please provide a 10-character abbreviation of your company name. This will appear on your customers' bank statements for each eCheck.Net Transaction.
	Maximum Requested Monthly eCheck.Net Transaction Volume:	_____

Has Merchant ever been cited for violating a National Automated Clearing House Association ("NACHA") rule or regulation? _____ **If yes, please explain on a separate sheet**.

Does Merchant have any outstanding judgments or liens against it? _____ **If yes, please explain on a separate sheet**.

Has Merchant ever previously held an eCheck.Net account with Authorize.Net? _____ If yes, Login ID(s) _____

Does Merchant currently have another active eCheck.Net account with Authorize.Net? _____ If yes, Login ID(s) _____

Does Merchant have a fraud detection system in place to authenticate the identity of its customers? _____ **If yes, please explain on a separate sheet**.

Application and Acceptance. By signing and submitting this Application, Merchant is only requesting to receive Authorize.Net's electronic check processing and payment gateway service as described at http://www.authorizenet.com. The Agreement shall be effective as of the date Authorize.Net accepts Merchant's Application (the "**Effective Date**"). If Authorize.Net accepts Merchant's Application, Authorize.Net shall send an e-mail or other written notification to Merchant. Only receipt by Merchant of written notification (usually via e-mail) of Authorize.Net's acceptance of Merchant's eCheck.Net Application will be effective to bind the parties to the terms and conditions of the Agreement along with any Account Restrictions noted in Authorize.Net's acceptance. Authorize.Net reserves the right to accept or reject any Application for any reason in its sole discretion. The eCheck.Net Application Fee constitutes payment for processing Merchant's Application and is non-refundable.

Additional Restrictions. Authorize.Net reserves the right to accept Merchant's eCheck.Net Application subject to additional restrictions, including, but not limited to: (a) eCheck.Net per transaction and monthly ACH processing restrictions, and (b) the amount, if any, required to be deposited in a reserve account prior to activation of Merchant's eCheck.Net ACH processing account (collectively, the "**Account Restrictions**"). If such Account Restrictions are unacceptable, Merchant's sole recourse shall be to immediately terminate the Agreement by providing written notice within five (5) business days of receipt of Authorize.Net's notice of acceptance.

In witness whereof, Merchant has read and agreed to all the terms and conditions of this Agreement (including the Application, the Standard Terms, and all referenced policies and procedures) and hereby agrees thereto by the signatures of its duly authorized representative.

MERCHANT: _____ **Print Company Name**	PERSONAL GUARANTOR
Type of entity: _____ **(e.g., sole proprietorship, partnership, corporation)**	By: _____ *PERSONAL GUARANTOR (AN INDIVIDUAL)** if required. By signing as the Personal Guarantor, you authorize.Authorize.Net to obtain your current personal credit history.
By: _____ (PRINCIPAL OR CORPORATE OFFICER)	Print Name: _____ *Personal Guarantor must also attach legible copy of Driver's License.
Print Name: _____	Date: _____
Title: _____	
Date: _____	

*If Merchant is required by Authorize.Net to have a Personal Guarantor sign this Agreement, the Personal Guarantor must provide the following additional information:

Name	Social Security Number	Date of Birth	Home Telephone
Residential Address	City/State/Zip Code	How long?	Email Address

Are there any unresolved misdemeanors pending against you? _____ **If yes, please explain on a separate sheet**.

Have you ever been convicted of a felony? _____ **If yes, please explain on a separate sheet**.

Have you ever declared bankruptcy? _____ If yes, when and in what state(s)? _____

Do you have any outstanding judgments or liens pending against you? _____ **If yes, please explain on a separate sheet**.

1. **Definitions.**

   1.1 "**ACH**" means the Automated Clearing House financial network for processing electronic funds transfers.

   1.2 "**Bank**" means a participating originating depository financial institution that processes and submits eCheck.Net Transactions by ACH and the Federal Reserve System. Participating Banks are listed in Exhibit A, which may be modified from time to time.

   1.3 "**Bank Terms**" means the specific additional terms and conditions required by a participating Bank processing Merchant's eCheck.Net Transactions which are attached as Exhibit A.

   1.4 "**Chargeback**" means an ACH reversal initiated by a Purchaser's financial institution for reasons such as cancellation of order, non-receipt of goods or services purchased, or fraud.

   1.5 "**eCheck.Net Service**" means Authorize.Net's branded, proprietary electronic check processing and payment gateway service as further described by this Agreement, including the Operating Procedures.

   1.6 "**eCheck.Net Transaction**" means any electronic check debit or credit or batch settlement completed or submitted by Merchant to Authorize.Net using the eCheck.Net Service.

   1.7 "**Operating Procedures**" means the methods, process and procedures that govern eCheck.Net Transactions (including Chargebacks). A current version of the Operating Procedures is available in the Messages section of the Authorize.Net merchant account interface, which can be accessed by going to <www.authorize.net> and using the required login ID and password, or such other location specified by Authorize.Net.

   1.8 "**Purchaser**" means a person or entity that submits a form of payment to Merchant for the purchase of goods or services from Merchant.

   1.9 "**Reserve Account**" means the money held as collateral by Authorize.Net as security against amounts owed by Merchant to Authorize.Net as further described in Section 5.4.

2. **Merchant's Capacity and Related Matters.** By submitting an eCheck.Net Application, Merchant represents and warrants that (a) Merchant (or the person executing this Agreement on behalf of Merchant) is 18 years of age or older, (b) all information Merchant has provided to Authorize.Net is true and correct in all respects, and (c) Merchant will update Authorize.Net by sending an e-mail message to Support@authorize.net with any changes to information Merchant had previously supplied. Merchant hereby authorizes Authorize.Net to investigate and confirm the information submitted by Merchant herein. For this purpose, Authorize.Net may utilize credit bureau / reporting agencies and / or its own agents. Upon Merchant's request, Authorize.Net will provide Merchant with a copy of the results of such investigation. Authorize.Net reserves its right to refuse to provide Merchant with the eCheck.Net Service, with or without notice, if Merchant has supplied any information which is misleading, untrue, inaccurate or incomplete.

3. **Undertakings of Authorize.Net.**

   3.1 **Grant of Rights.** Authorize.Net hereby grants Merchant a non-exclusive and non-transferable right, during the effective term of this Agreement, to use the eCheck.Net Service subject to the restrictions herein and any other restrictions communicated by Authorize.Net to Merchant. Merchant is provided no other right to use the eCheck.Net Service except as is expressly provided by this Agreement. Without limiting the generality of the foregoing, Merchant will not directly or indirectly access or use the eCheck.Net Service in violation of the Operating Procedures or the terms of this Agreement.

   3.2 **eCheck.Net Service -- ACH Debit Requests and Funding.** Subject to any and all applicable laws and regulations and applicable Bank Terms, Authorize.Net shall provide the eCheck.Net Service to Merchant in all material respects in accordance with the terms of this Agreement and all generally applicable guidelines or procedures, including, but not limited to, the Operating Procedures. Upon Authorize.Net's receipt of a request from Merchant to process an eCheck.Net Transaction to debit a Purchaser's account, Authorize.Net will credit Merchant's virtual ACH processing account with Authorize.Net for the amount of the ACH debit request. Subject to the terms of this Agreement (including, but not limited to, the chargeback rights described in Section 5.3), Authorize.Net shall remit payment for the eCheck.Net Transaction to Merchant's depository account in accordance with the Operating Procedures.

   3.3 **Relationship to Bank.** Merchant acknowledges and agrees that Authorize.Net acts as Merchant's processor and prepares and submits eCheck.Net Transactions to a Bank selected by Authorize.Net on behalf of Merchant in accordance with Merchant's payment instructions. Authorize.Net is only a processor and not a bank or financial institution. Authorize.Net shall be considered Merchant's agent with full power and authority to act on behalf of Merchant solely to process and submit eCheck.Net Transactions to Bank(s) in accordance with the terms and during the Term of this Agreement.

   3.4 **Customer Service.** If Merchant is current in payment of all fees owing to Authorize.Net and is otherwise not in default under this Agreement, Authorize.Net shall provide customer service to Merchant, as set forth in the "Support Services" section of the Authorize.Net web site at <www.authorizenet.com>.

4. **Undertakings of Bank.**

   4.1 **ACH Services.** Bank provides ACH services to Merchant, which will consist of sending and/or receiving ACH transactions based on information and instructions provided to Bank by Authorize.Net. Bank will debit and/or credit transactions to an account designated by Authorize.Net and held in the name of Authorize.Net (the "Account"). All bank statements, notices and other communications in respect of the Account or the transactions hereunder shall be directed by Bank to Authorize.Net.

5. **Undertakings of Merchant.**

   5.1 **ID and Password.** In connection with the rights described in Section 3.1, Authorize.Net will issue to Merchant or permit Merchant to continue using the ID and password given to Merchant by Authorize.Net or a "Merchant Service Provider", to enable Merchant and/or Merchant's employees and agents to access and use the eCheck.Net Service. For purposes of this Agreement, a "**Merchant Service Provider**" shall mean any third party through whom Authorize.Net may provide the eCheck.Net Service to Merchant, including but not limited to a reseller, independent service organization, application service provider, merchant aggregator, and acquiring bank. Merchant will restrict access to such ID, password, and account to Merchant's 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. Merchant is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to Merchant by Authorize.Net or a Merchant Service Provider for purposes of giving Merchant access to the eCheck.Net Service. Merchant is responsible for the results of using the eCheck.Net Service and related ACH services and for the accuracy and adequacy of the data Merchant provides to Bank via Authorize.Net. Authorize.Net shall be entitled to rely on information it receives from Merchant and may assume that all such information was transmitted by or on behalf of Merchant.

   5.2 **Risk Management.** Merchant is solely responsible for all acts and omissions of its officers, directors, partners, employees, agents, representatives, contractors, and third party service providers (such as third party payroll administrators), including persons granted signature authority on Customer's accounts and personnel who are permitted to initiate and/or give Authorize.Net instructions in respect of Customer's entries (collectively, "Merchant Personnel"). Authorize.Net is entitled, without further inquiry or investigation, to assume that the actions of Merchant Personnel are appropriate and authorized by Merchant. This authorization will remain in effect unless Authorize.Net receives written notice to the contrary from Merchant and has a reasonable opportunity to react thereto (including but not limited to providing any required notice to Bank).

   5.3 **Purchaser Reversals; Chargebacks.**

   5.3.1 **Chargeback Rights; Erroneous Entries.** Merchant hereby authorizes Authorize.Net to either initiate transaction entries to Merchant's depository account number or to charge Merchant's credit card, both of which are listed in Merchant's eCheck.Net Application (and as those numbers may be changed, any new account numbers provided to Authorize.Net) without additional authorization or consent for the balance owed to Authorize.Net because of Chargeback(s). In the event that Authorize.Net is unable to collect monies owed from Merchant by these methods, Merchant authorizes Authorize.Net to instruct the Merchant's bank to return any monies originally transferred by Authorize.Net to Merchant, until the balance of Merchant's ACH account with Authorize.Net is brought current with a zero balance. If Authorize.Net reasonably believes that a Chargeback or credit is likely with respect to any eCheck.Net Transaction submitted by Merchant to Authorize.Net, Authorize.Net may withhold from payments otherwise due to Merchant under this Agreement until such time that: (a) Authorize.Net is charged back by Purchaser's bank, in which case Authorize.Net shall retain the funds; (b) the period of time under applicable law or regulation by which the Purchaser may dispute the ACH debit and the Purchaser's bank may exercise its chargeback rights has expired (generally 60 days from the date the financial institution first made available to the

Purchaser its bank statement with the applicable debit transaction listed on it); and/or (c) Authorize.Net determines that a Chargeback on the ACH debit requested by Merchant will not occur. Merchant further grants Authorize.Net permission to initiate adjustment entries to Merchant's checking account or to charge Merchant's credit card in the event of erroneous transactions being posted to said account.

5.3.2 Expenses. Merchant agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Authorize.Net in connection with the collection of all eCheck.Net ACH processing account deficit balances unpaid by Merchant.

5.4 Reserve Account.

5.4.1 Creation Right. Merchant hereby grants Authorize.Net the right to retain as collateral money payable to Merchant in a Reserve Account to ensure Authorize.Net's recovery of any liabilities owed it or reasonably anticipated to be owed it by Merchant pursuant to this Agreement. The Reserve Account may be established, with or without prior notice to Merchant, at any time prior to, at, or after termination of this Agreement whenever Authorize.Net, in its sole discretion, believes recovery of such liabilities may be in jeopardy. Once established, Authorize.Net shall promptly send Merchant notice of the amount held in the Reserve Account.

5.4.2 Security Interest; Collection. Merchant hereby grants to Authorize.Net a possessory security interest in any money held as a Reserve Account established under this Agreement. Merchant agrees that Authorize.Net may enforce its security interest in the Reserve Account by deducting, without prior notice or demand, amounts owed to Authorize.Net under this Agreement. In addition to assessing Merchant an over limit fee for exceeding the approved monthly processing limit, Merchant further agrees that Authorize.Net may enforce its security interest in the Reserve Account to collect the over limit fee. Authorize.Net's right to sums owed it by Merchant pursuant to this Agreement shall in no way be limited by the balance or existence of the Reserve Account. Any deducted amounts from the Reserve Account will be replaced by equal amounts either from amounts derived from eCheck.Net Transactions or by direct payment by Merchant upon demand by Authorize.Net. Authorize.Net's rights with respect to the Reserve Account, including its security interest therein, shall survive the termination of this Agreement. The Reserve Account may be held by Authorize.Net for up to six (6) months after the later of the last transaction, Chargeback or other liability pursuant to this Agreement and applicable law. Authorize.Net may charge Merchant a monthly fee for maintenance of said Reserve Account, if established.

5.5 Compliance with Laws, Operating Procedures, and Authorize.Net Guidelines. In connection with the exercise of Merchant's rights and obligations under this Agreement (including, without limitation, any related to individual privacy), Merchant will comply, at Merchant's own expense, with all applicable laws, regulations, rules, ordinances and orders of governmental and governing authorities having jurisdiction, including, but not limited to, the Electronic Fund Transfer Act, Federal Reserve Regulation E, the Fair Credit Reporting Act, all rules and operating guidelines of the National Automated Clearing House Association ("**NACHA**") and similar state laws and regulations, to the extent the same may be applicable to the ACH transactions processed hereunder. Merchant shall comply with sanctions enforced by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), including trade embargoes, anti-money laundering, and terrorism controls. Information regarding such sanctions may be found at http:www.treas.gov/ofac or the OFAC Compliance Hotline at (800) 540-OFAC.

5.5.1 Bona Fide Transactions. Merchant agrees that all eCheck.Net Transactions that Authorize.Net requests Bank to originate are the result of bona fide business transactions between Merchant and its customers and no such entries are, directly or indirectly, for the benefit of any third party whether in a service bureau or other context. Merchant will be considered the Originator of eCheck.Net Transactions submitted by Authorize.Net on behalf of Merchant.

5.5.2 Other Compliance. Merchant is prohibited from using the eCheck.Net Service in any manner or in furtherance of any activity that constitutes a violation of any law or regulation or that may reasonably be expected to subject Authorize.Net or its suppliers or vendors to investigation, prosecution or legal action.

5.5.3 Authorize.Net Policies. Merchant shall comply with all then current policies, procedures, and guidelines of Authorize.Net governing the eCheck.Net Service, including, but not limited to, the Operating Procedures and the Authorize.Net Corp. Acceptable Use Guidelines available at <www.authorizenet.com/company/docs/use> or such other location as specified by Authorize.Net. Authorize.Net reserves the right to amend, modify or change such policies, procedures, and guidelines, including the Operating Procedures.

5.5.4 Bank Terms. Merchant agrees to and shall comply with all then current Bank Terms.

5.5.5 Error Resolution. Merchant further agrees to receive, resolve and respond to Customer-alleged errors at its expense under this Agreement and all applicable laws, regulations and the Rules.

5.6 Record Retention; Inspection Rights. Merchant shall preserve all records pertaining to an ACH transaction as may be required by law and in no event less than two (2) years from the date thereof. Merchant shall permit Authorize.Net to examine, verify and copy such records at any reasonable time upon Authorize.Net's request. Merchant shall provide Authorize.Net with a copy of any requested ACH authorization or other transaction memorandum no later than three (3) calendar days from date of Authorize.Net's request. Merchant also agrees to execute, file and record any statements, notices and certificates as Authorize.Net may reasonably request to preserve and protect its interest.

5.7 Additional Financial Documents. Authorize.Net reserves the right to require additional financial documents (e.g. personal & business tax returns and financial statements) from Merchant if Merchant's eCheck.Net transaction processing exceeds its normal processing volume, as determined by Authorize.Net in its sole discretion.

6. Data Privacy and Security.

6.1 Merchant Obligations. Merchant is solely responsible for the security of data residing on the server of Merchant, or a third party designated by Merchant (e.g., a web hosting company, processor, or other service provider), including checking account numbers. Merchant shall comply with all applicable laws and regulations governing the collection, retention and use by Merchant of all data associated with eCheck.Net Transactions. Merchant agrees to provide notice to consumers on Merchant's Internet web site transaction page(s) disclosing how and why personal information is collected and used. Merchant is solely responsible for obtaining and maintaining any and all necessary rights, power and authority to provide data associated with eCheck.Net Transactions to Authorize.Net.

6.2 Authorize.Net Obligations. Authorize.Net agrees to collect, retain and disclose information and data collected from Merchant and Merchant's customers (including data associated with eCheck.Net Transactions) in accordance with Authorize.Net's then current privacy policy available at <www.authorize.net/company/privacy.php> or such other location as specified by Authorize.Net. Consistent with the privacy policy, Authorize.Net agrees to use commercially reasonable security measures for the transport of eCheck.Net Transaction data using the Internet. Notwithstanding the foregoing, Authorize.Net does not, and cannot, warrant that all eCheck.Net Transaction data will be transported without interception or modification. Merchant acknowledges and agrees that Authorize.Net, its suppliers and/or their agents/contractors may transfer Data among themselves as necessary for the purpose of the provision and management of the eCheck.Net Service, and that Authorize.Net may further transfer Data to third parties assisting Authorize.Net in evaluating Merchant's eligibility for, provision of, administration and management of the eCheck.Net Service.

7. Fees. Merchant shall pay to Authorize.Net the "eCheck.Net Fees" set forth in the eCheck.Net Fee Schedule attached as Exhibit A. Authorize.Net reserves the right to impose additional fees upon Merchant if its ACH transaction processing in connection with the eCheck.Net Service: (a) exceeds Merchant's Account Restrictions, such as normal ACH processing volume and/or per transaction parameters, as determined by Authorize.Net; or (b) for any other substantial increase in risk assumed by Authorize.Net. Such additional and/or increases in fees may be established at any time, upon written notice to Merchant and will become effective retroactive to the date Merchant's use of the eCheck.Net Service falls under one of the above categories. Further, Authorize.Net reserves the right to change any eCheck.Net Fee upon at least thirty (30) days notice. Merchant shall not be required to pay any fees to Bank for the eCheck.Net Service.

8. Payment Terms.

8.1 Billing Terms. Merchant shall remit any and all amounts which are payable to Authorize.Net under this Agreement on a daily basis, except for the eCheck.Net Monthly Minimum Fee. The eCheck.Net Monthly Minimum Fee is due and payable on a monthly basis. The first such monthly payment will be due on the first day of the month immediately following the Effective Date, and all subsequent monthly payments shall be due on the first day of the month thereafter. Merchant hereby authorizes Authorize.Net to initiate transaction entries to Merchant's depositories account or, if Authorize.Net is unable to collect owing amounts from Merchant's depositories account, to charge Merchant's credit card for any and all amounts owing to Authorize.Net under this Agreement. If Merchant's depositories account number or credit card number changes, Merchant shall promptly provide Authorize.Net with written notice of the change and the new number(s). If Merchant fails to provide Authorize.Net with accurate current depositories account or credit card numbers, Authorize.Net may suspend the eCheck.Net Service for

Merchant until such information is provided to Authorize.Net. Merchant acknowledges that any change in account information may not be effective until the billing month following the second month in which Authorize.Net receives such notice. Any amounts due to Authorize.Net under this Agreement and not paid when due will be subject to a finance charge equal to one and one-half percent (1.5%) or the highest rate allowable by law, whichever is less, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure any breach or default for late payment. Authorize.Net may accept any check or payment from Merchant without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or any correspondence accompanying any check or payment or elsewhere will be construed as an accord or satisfaction. Merchant agrees to pay all costs and expenses of whatever nature, including attorneys' fees, incurred by or on behalf of Authorize.Net in connection with the collection of any unpaid charges and fees.

8.2 Non-Sufficient Fund Fee, Late Payment Fee, and Service Reactivation Fee. Merchant shall pay to Authorize.Net a Non-Sufficient Fund Fee, in the amount set forth in the eCheck.Net Fee Schedule, each time Authorize.Net attempts to debit Merchant's depositories account for any amounts owing under this Agreement and receives a non-sufficient fund message from Merchant's bank. If Merchant does not pay owing amounts on or before the first business day following the tenth (10th) day of the month, Merchant will be subject to a Late Payment Fee, in the amount set forth in the eCheck.Net Fee Schedule. In the event Authorize.Net has suspended the eCheck.Net Service to Merchant for failure to pay pursuant to Section 10.2, Authorize.Net agrees to restore Merchant's access to the eCheck.Net Service if Merchant subsequently pays in full all owing fees and charges, including a Service Reactivation Fee in the amount set forth in the eCheck.Net Fee Schedule**.**

8.3 Personal Guarantee. In consideration of Authorize.Net's acceptance of the Merchant's eCheck.Net Application and the terms of this Agreement, each Personal Guarantor indicated on the Application (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Authorize.Net under this Agreement and payment of all sums due hereunder. In the event of default, each Personal Guarantor hereby waives notice of default and agrees to indemnify Authorize.Net for all funds due and owing from Merchant arising out of or related to this Agreement, including, but not limited to, attorney's fees and other legal expenses, and all costs and expenses incurred by or on behalf of Authorize.Net in connection with the enforcement of this Section 8.3. Further, each Personal Guarantor: (a) waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to the Personal Guarantor, including any surety ship laws, and further waives any and all rights or defenses arising by reason of any modification or amendment to the terms of the Agreement whatsoever (including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance hereunder is due, and/or any change in any interest or discount rate or fee hereunder); (b) confirms that he or she is a party to this Agreement; and (c) unconditionally and specifically authorizes Authorize.Net (or its authorized agent) to (i) debit any overdue fees, costs, fines, penalties, expenses or obligations under this Agreement and/or any contractual relationship with Authorize.Net from any personal checking account or other account owned or controlled by such Personal Guarantor (including credit card accounts), and (ii) report any default hereof on the Personal Guarantor's personal Credit Bureau Report.

9. Term. This Agreement shall commence on the date Authorize.Net accepts Merchant's Application (the "Effective Date") and remain in full force and effect until terminated by either party pursuant to Section 10.

10. Termination.

10.1 Termination At Will. Either party may terminate this Agreement at any time and for any reason by providing thirty (30) days prior written notice to the other party. Merchant acknowledges that Authorize.Net may immediately terminate this Agreement as a result of a Force Majeure Event as described in Section 15.10.

10.2 Termination for Cause; Suspension of Service. In addition to any other termination rights granted by this Agreement, either party may terminate this Agreement on ten (10) days written notice for material breach by the other party of its obligations hereunder unless such breach is cured within such ten (10) day period. Authorize.Net may immediately terminate this Agreement and/or suspend Merchant's ACH transaction processing capability via the eCheck.Net Service, upon written notice, for (a) excessive Chargebacks, (b) returned items in Authorize.Net's sole discretion, or (c) failure of Merchant to pay all owing amounts on or before the last business day of the month in which such amounts were due. If Authorize.Net suspends

the eCheck.Net Service, Authorize.Net (i) shall have no obligation to resume the service until the causes of such suspension are remedied to Authorize.Net's satisfaction and (ii) reserves the right to terminate this Agreement at any time.

10.3 Effect of Termination. Upon termination of the Term for any reason, all rights and obligations of the parties under this Agreement shall be extinguished, except that: (a) all accrued payment obligations hereunder shall survive such termination; and (b) the rights and obligations of the parties under Sections 1, 5.4, 5.6, 8.3, 10.3, 11.1, and 12 through 15 shall survive such termination. Upon termination of the effective term of this Agreement for any reason, Authorize.Net may withhold payment to Merchant for such period of time necessary to establish a Reserve Account to cover any potential Chargebacks, credits and/or uncollected discounts or fees.

11. Intellectual Property.

11.1 Authorize.Net. Authorize.Net retains all right, title and interest in and to the eCheck.Net Service and any related technology utilized under or in connection with this Agreement, including, but not limited to, all intellectual property rights associated therewith. No title to or ownership of any of the foregoing is granted or otherwise transferred to Merchant or any other entity or person under this Agreement. Merchant shall not (a) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for the eCheck.Net Service or related technology, (b) sell, assign, rent, act as a service bureau, transfer, distribute or grant rights in the eCheck.Net Service to any other person or entity without the prior written consent of Authorize.Net.

11.2 Authorize.Net's Marks License. Subject to Sections 11.4 and 15.1, Authorize.Net hereby grants to Merchant the right to use, reproduce, publish, perform and display the trade name, trademarks, service mark or other indicia or origin (the "**Marks**") of Authorize.Net listed on Exhibit B attached hereto : (a) on Merchant's web site in connection with Merchant's offering of payment options to Merchant's customers; and (b) in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about or related to the eCheck.Net Service.

11.3 Merchant's Marks License. Subject to Section 11.4 and 15.1, Merchant hereby grants to Authorize.Net and its affiliates the right to use, reproduce, publish, perform and display Merchant's Marks listed on Exhibit C attached hereto: (a) in connection with the development, use, reproduction, modification, adaptation, publication, display and performance of the eCheck.Net Service offered and/or accessible through Merchant's web site; and (b) in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about or related to the eCheck.Net Service.

11.4 Use of Trademarks. Each party shall strictly comply with all standards with respect to the other party's Marks which may be furnished by such party from time to time, and all uses of the other party's Marks in proximity to the trade name, trademark, service name or service mark of any other person or entity shall be consistent with the standards furnished by the other party from time to time. Further, neither party shall create a combination mark consisting of one or more Marks of each party. All uses of the other party's Marks shall inure to the benefit of the party owning such Marks. Each party hereby acknowledges and agrees that, as between the parties, the other party is the owner of the Marks identified as its Marks in any written notice provided to the other party pursuant to this Agreement. Either party may update or change the list of Marks usable by the other party hereunder at any time by written notice to the other party.

11.5 Other Trademarks. Authorize.Net shall not register or attempt to register any of Merchant's Marks or any Marks that Merchant reasonably deem to be confusingly similar to any of Merchant's Marks. Merchant shall not register or attempt to register any of Authorize.Net's Marks or any Marks that Authorize.Net reasonably deems to be confusingly similar to any of Authorize.Net's Marks.

11.6 Further Assurances. Each party shall take, at the other party's expense, such action (including, without limitation, execution of affidavits or other documents) as the other party may reasonably request to effect, perfect or confirm such other party's ownership interests and other rights as set forth in this Section 11.

12. Representations and Warranties.

12.1 Mutual Warranties. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this Agreement, (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, (d) the party's obligations under this Agreement do not violate any law or breach any other agreement to which such party is bound; and (e) it has all right, title or interest, or valid license to use, its

respective Marks (as defined on Exhibit B), and that its grant of rights associated therewith do not violate any intellectual property or other proprietary rights of any third party.

12.2 Authorize.Net.

12.2.1 Warranty. During the effective term of this Agreement, Authorize.Net represents and warrants that the eCheck.Net Service will conform in all material respects to the Operating Procedures. Merchant may not rely upon any representation or warranty regarding the eCheck.Net Service by any third party in contravention of the foregoing statements. In the event of a breach of the foregoing warranty, Authorize.Net shall use commercially reasonable efforts to promptly repair, or at its option replace, the eCheck.Net Service or any component thereof. In the event that Authorize.Net is not able to remedy the breach, Merchant may terminate this Agreement pursuant to Section 10.1. The foregoing shall constitute Merchant's sole remedy, and Authorize.Net's sole liability, for Authorize.Net's breach of the warranty described in this Section 12.2.1.

12.2.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AUTHORIZE.NET SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE ECHECK.NET SERVICE, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. AUTHORIZE.NET FURTHER DOES NOT REPRESENT OR WARRANT THAT THE ECHECK.NET SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE.

12.3 BANK. MERCHANT UNDERSTANDS AND AGREES THAT ALL MERCHANT COMPLAINTS AND CLAIMS CONCERNING THE ECHECK.NET SERVICES PROVIDED HEREUNDER ARE TO BE MADE SOLELY AND EXCLUSIVELY THROUGH AUTHORIZE.NET, UNLESS SUCH COMPLAINT OR CLAIM IS DUE TO ACH TRANSFERS THAT ARE IMPROPERLY SUBMITTED, DELAYED, OR OTHERWISE NOT COMPLETED AS A RESULT OF ANY THIRD PARTY'S ACTS OR OMMISIONS.

12.4 Merchant. Merchant represents and warrants to Authorize.Net that:

(a) All representations and statements made by Merchant in the Application and this Agreement (or in any other document relating hereto by Merchant or on Merchant's behalf) are true, accurate and complete in all material respects;

(b) Merchant is engaged in a lawful business that includes the sale of products and/or services to Purchasers, and is duly licensed to conduct such business under the laws of all jurisdictions in which Merchant conducts business;

(c) Merchant shall comply with all material terms of the then current Operating Procedures and will not engage in any of the prohibited activities listed therein;

(d) Merchant's right to process ACH transactions has not been terminated by any financial institution; and

(e) Merchant has not violated any of the NACHA rules and/or regulations except as specifically disclosed in writing to Authorize.Net.

12.5 Third-Party Software. Merchant acknowledges that the eCheck.Net Service is designed for use with certain third-party software, including, but not limited to, certain Internet browser software programs. Merchant will look solely to the developers and manufacturers of such programs with regard to warranty, maintenance or other support regarding the same. Authorize.Net makes no warranty, express or implied, with regard to any such third-party software.

13. Indemnification.

13.1 Indemnification by Authorize.Net.

13.1.1 General. Authorize.Net shall defend, indemnify and hold Merchant, Merchant's affiliates, and any of their officers, directors, agents and employees harmless from and against any and all third-party 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 Merchant, arising out of or relating to: (a) any alleged breach by Authorize.Net of any representation, warranty or obligation of Authorize.Net set forth in Section 12; or (b) any alleged infringement of a U.S. patent or copyright of any other entity or person by the eCheck.Net Service.

13.1.2 Limitation; Prevention of Infringement. Authorize.Net's obligations in Section 13.1.1(b) do not apply if the eCheck.Net Service or portions or components thereof (a) are modified by

persons or entities other than Authorize.Net if the alleged infringement relates to such modification; (b) are combined with other products, processes or materials not supplied or recommended by Authorize.Net where the alleged infringement relates to such combination, or (c) continue to be used after Authorize.Net has made a non-infringing version available to Merchant (collectively, **"Merchant Faults"**). If the eCheck.Net Service or any component thereof becomes, or in Authorize.Net's opinion is likely to become, the subject of a claim of infringement, then Merchant shall permit Authorize.Net, at Authorize.Net's sole option and expense, either to (i) procure for Merchant the right to continue using the eCheck.Net Service as permitted in this Agreement, or (ii) replace or modify the affected eCheck.Net Service or infringing component so that it becomes non-infringing. If, after using commercially reasonable efforts, Authorize.Net is unable to cure the infringement, either party may terminate this Agreement upon notice to the other, as provided in Section 10.1. This Section 13.1 states the entire liability of Authorize.Net to Merchant with respect to infringement of any intellectual property rights by the eCheck.Net Service.

13.2 Indemnification by Merchant. Merchant shall defend, indemnify, and hold harmless Authorize.Net and its affiliates (including InfoSpace, Inc.) and/or subsidiaries, and any of their officers, directors, agents and employees (each an "Indemnitee"), from and against any and all third-party 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 an Indemnitee, arising out of or relating to: (a) any alleged breach by Merchant of any representation, warranty, or obligation of Merchant set forth in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by Merchant or any of Merchant's employees, agents or Purchasers; (c) the reliability, accuracy, or legitimacy of payment data or purchase orders submitted by Merchant to Authorize.Net; (d) eCheck.Net Transactions submitted by Merchant to Authorize.Net and rejected by Authorize.Net or Purchaser's bank; or (e) any alleged infringement of a patent, copyright, trademark or other intellectual property right resulting from a Merchant Fault.

13.3 Indemnification Procedure. The obligations of each party (**"Indemnitor"**) under this Section 13 to defend, indemnify and hold harmless the other party (**"Indemnitee"**) shall be subject to the following: (a) Indemnitee shall provide Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Indemnitor of its obligations under Sections 13.1 and 13.2 to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) Indemnitor shall have control of the defense and of all negotiations for settlement of such claim or suit; and (c) Indemnitee shall cooperate with Indemnitor in the defense or settlement of any such claim or suit, provided that Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Indemnitor. Subject to clause (b) herein, Indemnitee may participate in the defense of any such claim or suit at its own expense. Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to or materially prejudice Indemnitee in any way.

13.4 Exceptions. If Merchant is an agency or instrumentality of a state of the United States and is precluded by the law of Merchant's state from entering into indemnification obligations, then the obligations under Sections 13.2 and 13.3 shall apply only to the extent permitted by such state law.

14. Limitations of Liability and Disclaimers.

14.1 Disclaimer. AUTHORIZE.NET EXPRESSLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED ACCESS OF FACILITIES OR TO MERCHANT'S DATA OR PROGRAMS DUE TO ACCIDENT, ILLEGAL OR FRAUDULENT MEANS OR DEVICES USED BY ANY THIRD PARTY, OR OTHER CAUSES BEYOND AUTHORIZE.NET'S REASONABLE CONTROL. AUTHORIZE.NET ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE INDIVIDUAL MERIT AND LEGITIMACY OF ORDERS FORWARDED FROM MERCHANT, AS WELL AS ANY LIABILITY FOR ECHECK.NET TRANSACTIONS THAT WERE REJECTED BY AUTHORIZE.NET OR A PURCHASER'S FINANCIAL INSTITUTION.

14.2 Exclusion. EXCEPT FOR ANY CLAIMS ARISING OUT OF SECTION 13 ("INDEMNIFICATION") OR FROM CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY OR ANY OF THEIR AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR THEIR AFFILIATES OR VENDORS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE AND NOTWITHSTANDING ANY FAULT,

NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF EITHER PARTY), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT.

14.3 Limitation of Liability. IN NO EVENT SHALL THE TOTAL LIABILITY OF AUTHORIZE.NET TO MERCHANT (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ECHECK.NET SERVICE, EXCEED THE AGGREGATE COMPENSATION AUTHORIZE.NET RECEIVED FROM MERCHANT FOR PROVIDING THE ECHECK.NET SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE

15. General Provisions.

15.1 Publicity. The parties may work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters, provided, however, that neither party will have any obligation to do so. In addition, neither party will issue such publicity and general marketing communications concerning this relationship without the prior written consent of the other party (not to be unreasonably withheld or delayed).

15.2 Non-exclusivity. Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

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

15.4 Notices. All notices to Merchant shall be given electronically, sent to the electronic mail address provided by or for Merchant during registration for the eCheck.Net Service and/or posted in the Announcement section of Merchant's gateway account, or in writing sent to the address or fax number provided by or for Merchant during registration for the eCheck.Net Service,. All notices to Authorize.Net shall be given electronically to legal@authorize.net with a written copy to InfoSpace, Inc., 601 – 108th Avenue N.E., Suite 1200, Bellevue, Washington 98004 or to (425) 201-6167 (fax), Attention: General Counsel. Such written notice will be deemed given upon personal delivery, upon confirmation of receipt if sent by fax, or three (3) days after the date of mailing if sent by certified or registered mail, postage prepaid.

15.5 Amendment; Modifications. No amendment, modification, or change to any provision of this Agreement, nor consent to any departure by either party therefrom, will in any event be effective unless the same will be 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. Sales representatives or Merchant Service Providers of Authorize.Net are not permitted to make any representation or warranty not contained herein and cannot waive, alter, or amend the printed terms and conditions hereof. Notwithstanding the foregoing, Authorize.Net may amend this Agreement and any policy, guideline or procedure governing eCheck.Net Transactions (including, but not limited to, the Operating Procedures) at any time upon written or electronic notice to Merchant 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 Merchant does not agree to such amendments, Merchant's sole remedy is to immediately terminate this Agreement upon written notice to Authorize.Net.

15.6 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.

15.7 Governing Law; Jurisdiction. This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference or giving effect to its conflicts of law principles. Merchant hereby irrevocably consents to the personal jurisdiction of and venue in the state and federal courts located in King County, Washington 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, except as otherwise provided in Section 15.11 below.

15.8 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.

15.9 Assignment. Merchant may not assign any of Merchant's rights or delegate the performance of any of Merchant's obligations under this Agreement without the prior written consent of Authorize.Net.

15.10 Force Majeure. Authorize.Net will not 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 or termination of financial or ACH services to Authorize.Net by the Bank or any of Authorize.Net's financial institutions, interruptions in telecommunications, utility, Internet, or network provider services, or other catastrophes or any other occurrences which are beyond Authorize.Net's reasonable control (each a "**Force Majeure Event**"). If a Force Majeure Event arises, Authorize.Net will provide Merchant notice of any such delay or interruption as soon as reasonably practicable and will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event. In no event will any failure to pay any monetary sum then due under this Agreement be excused for any Force Majeure Event.

15.11 Dispute Resolution. Any dispute or claim arising out of or relating to this Agreement, except claims involving intellectual property and claims for indemnification, will be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this Agreement, and will take place in Seattle, Washington, unless the parties mutually agree to hold the proceedings elsewhere. This Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitrator may not award relief in excess of or contrary to what this Agreement provides or order consolidation or arbitration on a class wide or representative basis, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses will be divided equally between the parties, but each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement, except for claims involving intellectual property and claims for indemnification, may be brought by either party more than one (1) year after the cause of action arose.

15.12 Order of Precedence. The following order of precedence shall apply to the interpretation and application of this Agreement: (1) eCheck.Net Standard Terms, (2) Bank Terms, (3) Operating Procedures, and (4) other exhibits.

15.13 Entire Agreement. This Agreement, including the Exhibits and Operating Procedures, 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. Merchant acknowledges that this Agreement reflects an informed, voluntary allocation between Authorize.Net and Merchant of all risks (both known and unknown) associated with the eCheck.Net Service.

EXHIBIT A

BANKS AND BANK TERMS

PARTICIPATING BANKS

1. First National Bank of Omaha, One First National Center, Omaha, Nebraska 68102-1596
   Applicable Bank Terms attached as Exhibit A-1

EXHIBIT A-1

FIRST NATIONAL BANK OF OMAHA BANK TERMS

ACH Terms

eCheck.Net Transactions are completed via automated clearinghouse (ACH) transactions processed by First National Bank of Omaha (FNBO), subject to these ACH Terms. By requesting any eCheck.Net Service, Merchant is agreeing to these ACH Terms. These ACH Terms constitute a separate agreement between Merchant and FNBO, may be relied upon and enforced by FNBO and may not be modified, amended, waived or in any other way altered by Authorize.Net. Authorize.Net is not FNBO's agent and has no power or authority to act or make commitments on behalf of FNBO.

1. Merchant's Authorize.Net Relationship. Authorize.Net shall be considered Merchant's agent with full power and authority to act on behalf of Merchant, until FNBO receives written notice from Merchant to the contrary and has had a reasonable opportunity to act thereon (any such notice should be sent directly to *the Vice President, Electronic Banking at FNBO*. FNBO will debit and/or credit ACH transactions to an account designated by Authorize.Net (the "Account"). Among other things, this means that FNBO will send the proceeds of Merchant's eCheck.Net Transactions to the Account, not to Merchant. Authorize.Net is then solely responsible for disbursing funds from the Account to Merchant. The Account may or may not be held in the name of Authorize.Net and may or may not contain proceeds from eCheck.Net Transactions for other merchants. All bank statements, notices and other communications in respect of the Account or the transactions hereunder shall be directed by FNBO to Authorize.Net. **MERCHANT UNDERSTANDS AND AGREES THAT AUTHORIZE.NET HAS FULL AND EXCLUSIVE POWER AND AUTHORITY TO PROVIDE FNBO WITH INSTRUCTIONS PERTAINING TO THE ACCOUNT AND MERCHANT'S eCHECK.NET TRANSACTIONS, INCLUDING, WITHOUT LIMITATION, THE AUTHORITY TO MAKE TRANSFERS FROM THE ACCOUNT. FNBO HAS NO OBLIGATION OR LIABILITY WHATSOEVER WITH RESPECT TO: (1) ACTS, ERRORS, OMISSIONS OR DELAYS BY AUTHORIZE.NET; (2) REPRESENTATIONS OR WARRANTIES MADE BY AUTHORIZE.NET; (3) LOSSES TO MERCHANT ARISING OUT OF AUTHORIZE.NET'S INSOLVENCY; OR (4) MISAPPROPRIATION OF MERCHANT'S FUNDS BY AUTHORIZE.NET. FNBO DOES NOT INTEND TO AND HAS NO OBLIGATION TO MONITOR AUTHORIZE.NET'S TRANSACTIONS IN RESPECT OF MERCHANT'S FUNDS.**

2. Merchant's Responsibility. Merchant is responsible for: (i) the results of using eCheck.Net Transactions and the corresponding ACH transactions; and (ii) for the accuracy and adequacy of the data Merchant or Authorize.Net provides to FNBO. FNBO is not responsible to third parties (such as, but not limited to, Merchant's customers) for Merchant's use of eCheck.Net Transactions and the corresponding ACH transactions. If a third party claim is made against FNBO arising out of eCheck.Net Transactions or the corresponding ACH transactions, Merchant's breach of these ACH terms, or breach of any warranty under the Rules (as referenced in Section 4), Merchant agrees to defend, indemnify and hold FNBO harmless against such claim. The foregoing obligation of Merchant shall be primary and independent of, and FNBO shall have no obligation to assert or pursue, any indemnification or other rights it may have pursuant to its agreement with Authorize.Net.

3. Compliance With Law.

(a) **Regulation E: NACHA Rules.** Merchant agrees to comply with the Electronic Fund Transfer Act, Federal Reserve Regulation E, the Fair Credit Reporting Act and similar state laws and regulations, to the extent the same may be applicable to the ACH transactions processed hereunder. eCheck.Net Transactions shall be originated only as a result of bona fide business transactions between Merchant and its customer and no such transactions shall be initiated, directly or indirectly, for the benefit of any third party whether in a service bureau or other context. Merchant understands that it will be considered the Originator of ACH transactions processed by FNBO, and Merchant agrees to comply with all rules and operating guidelines of the National Automated Clearing House Association (collectively, the "Rules") applicable to Originators, as the same may be applicable to ACH transactions processed hereunder. Merchant agrees to Schedule 1, attached and incorporated hereto, entitled "Compliance Update for ACH Originators" as such may be revised from time to time (the "ACH Update"). Merchant understands that the ACH Update is not a complete or exclusive summary of ACH rules. FNBO may revise the ACH Updates from time to time in the future (which may be posted at Authorize.Net's web site). If Merchant continues to request eCheck.Net Transactions after FNBO posts or otherwise provides such an ACH Update, Merchant will be considered to have agreed to the terms set forth in that ACH Update (except that if Merchant ceases initiation of entries within 45 days after the date of such an ACH Update, initiation of entries during that 45-day period will not constitute Merchant's agreement).

(b) **Other Compliance.** Merchant is prohibited from using eCheck.Net Transactions or eCheck.Net Services in any manner or in furtherance of any activity that constitutes a violation of any law or regulation or that may reasonably be expected to subject FNBO or its vendors to investigation, prosecution or legal action. Merchant further agrees: (1) to receive, resolve and respond to consumer-alleged errors under applicable laws, regulations and the Rules; and (2) Merchant is responsible for promptly handling and, if necessary, responding to and resolving at its own expense any Special Handling Claims (as defined in the ACH Update).

4. Disclaimer. MERCHANT UNDERSTANDS AND AGREES THAT (i) FNBO'S SOLE LIABILITY SHALL BE AS SET FORTH HEREIN; AND (ii) ALL MERCHANT COMPLAINTS AND CLAIMS ARE TO BE MADE SOLELY AND EXCLUSIVELY AGAINST AUTHORIZE.NET. IN THE EVENT THAT FNBO FAILS TO PERFORM SERVICES PROPERLY, FNBO'S SOLE AND EXCLUSIVE OBLIGATION SHALL BE TO REPERFORM THE SERVICES AT ITS OWN EXPENSE, AT AUTHORIZE.NET'S DIRECTION. FNBO DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL IN RESPECT OF THE SERVICES IT PROVIDES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICES ARE NOT WARRANTED TO BE FREE FROM ERROR OR INTERRUPTION. EXCEPT AS SET FORTH ABOVE, FNBO SHALL HAVE NO LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, TO MERCHANT ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY FNBO. IN NO EVENT WILL FNBO BE LIABLE TO MERCHANT FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER FNBO WAS INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. MERCHANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE REASONABLE GIVEN THE FACT THAT NO COMPENSATION IS BEING PAID TO FNBO BY MERCHANT HEREUNDER. MERCHANT'S REMEDIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES IN LAW OR EQUITY. Failures or delays in performance by FNBO will be excused if due to interruption of communications or computer facilities, failure of equipment, emergency conditions or other circumstances beyond FNBO's control. FNBO reserves the right to reject any ACH transfer directions submitted by Authorize.Net.

5. Risk Management. Merchant is solely responsible for all acts and omissions of its officers, directors, partners, employees, agents, representatives, contractors, and third party service providers (including Authorize.Net) (collectively, "Merchant Representatives"). FNBO is entitled, without further inquiry or investigation, to assume that the actions of Merchant Representatives are appropriate and authorized by Merchant. This authorization will remain in effect unless FNBO receives written notice to the contrary from Merchant and has a reasonable opportunity to react thereto. Merchant is strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by Merchant Representatives. As between Merchant and FNBO, Merchant agrees to accept sole responsibility for losses attributable to any and all acts and omissions of Merchant Representatives.

6. Privacy. Provision of services hereunder may require that FNBO receive certain information concerning Merchant's consumers (e.g., their checking account numbers). FNBO agrees to use reasonable efforts to maintain the confidentiality of such information and agrees not to use or disclose the same except as necessary in connection with the processing of ACH transactions. Disclosures of the type described in 12 C.F.R. Sections 40.13, 40.14 and 40.15 shall not be deemed prohibited by the foregoing. Merchant is solely responsible for obtaining and maintaining any and all necessary rights, power and authority to provide consumer information to FNBO and for providing applicable privacy disclosures, if any, to its consumers.

7. Modifications. In addition to its right to revise ACH Terms in accordance with Section 3(a), FNBO may amend these ACH Terms at any time upon written or electronic notice to Merchant 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 Merchant does not agree to such amendments, Merchant's sole remedy is to immediately terminate its agreement with FNBO upon written notice to FNBO.

Effective Date: _____

SCHEDULE 1

COMPLIANCE UPDATE FOR ACH ORIGINATORS

In this Schedule "we" and "us" refer to First National Bank of Omaha and "you" refers to the Merchant.

Compliance With the NACHA Rules and Law–By initiating eCheck.Net Transactions and thereby causing Authorize.Net to transmit information about ACH entries to us, you authorize us to transmit, and to debit or credit the amount of, those entries (referred to below as "your entries") to the Receiver's account. You agree to be bound by the rules of the National Automated Clearinghouse Association and other relevant clearinghouse associations as in effect from time to time (the "Rules"). You will be considered the Originator of your entries under the Rules. You agree not to initiate entries that violate the laws of the United States.[*]

> [*]IMPORTANT: These laws include, but are not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is your responsibility to obtain information regarding OFAC enforced sanctions. You may obtain further information from the OFAC Compliance Hotline at (800) 540-OFAC.

Receiver Authorization-By requesting (or causing Authorize.Net request) us to initiate entries, you represent that: (1) The Receiver has authorized you to initiate your entries to the Receiver's account; (2) In the case of CBR, CCD and CTX entries, the Receiver has an agreement with you to be bound by these rules as in effect from time to time; (3) In the case of debit entries to Consumer Accounts (including, but not limited to, TEL and WEB entries), you have obtained the consumer's authorization in the form, content and manner required by the Rules; (4) In the case of PPD accounts receivable truncated check debit entries, you have given the notice and verified that the requirements of NACHA OR 2.1.4 have been satisfied; (5) In the case of WEB entries, you have implemented a commercially reasonable fraudulent transaction detection system to screen entries, you have taken commercially reasonable steps to verify the routing number, you establish secure Internet sessions utilizing commercially reasonable technology prior to consumer key entry of banking information, and you have complied with the security audit requirements set forth in the Rules (and you agree to provide us with copies of such audit reports promptly after they are completed); and (6) In the case of TEL entries, you have given

the consumer the notices required by the Rules and you have taken commercially reasonable steps to verify the consumer's identity and routing number. You agree to retain and provide copies or other evidence of such authorizations as required by the Rules or otherwise requested by us.

Prenotifications-If you initiate prenotifications, you agree to send them as required by the Rules. If the RDFI indicates it cannot accept such entries, you agree not to initiate the entries.

Credit Entries-In the case of credit entries subject to UCC Article 4A (in general, this means non-consumer credit entries), you are hereby notified that: (1) these entries may be transmitted through the ACH; (2) your rights and obligations concerning these entries shall be governed by and construed in accordance with New York law (in all matters between you and us, however, Nebraska law shall govern); (3) credit given by RDFIs to Receivers is conditional until final settlement or payment in accordance with UCC 4A; and (4) if an RDFI does not receive such payment, the RDFI is entitled to a refund from the Receiver and you will not be considered to have paid the Receiver.

Rejection of Entries; ODFI Exposure Limits-We may refuse to transmit entries that would violate the general or special exposure limits that we have adopted. We also reserve the right to refuse entries for other reasons, including, but not limited to, insufficient funds in any relevant account.

Your Entries-We make numerous warranties and indemnities to third parties concerning your entries and files, as specified in the Rules. You agree to reimburse us for any payments we are required to make to these third parties with respect to your entries or files. You also agree to comply with all of your obligations in Article Three of the Rules (Obligations of Originators). If we are fined due to your Rules infractions, you are responsible for reimbursing us for the amount of that fine. You agree not to reinitiate entries except as permitted by the Rules. You agree that reversing entries and reversing files must be transmitted on a timely basis as required by the Rules.

Special Entries-Entries based on Paper Items: If you initiate entries based on paper items (for example, destroyed check, re-presented check, POP, or PPD accounts receivable truncated check debit entries), you are responsible for compliance with all requirements of the Rules that pertain to those entries.

This responsibility includes, but is not limited to, responsibility for requirements pertaining to initiation of entries (including rules regarding eligibility of the underlying items) and requirements regarding keeping or providing copies or originals of the underlying items. You also have the responsibility specified in the preceding paragraph with respect to any special warranties or indemnities that we make under the Rules as to these entries.

Notifications of Change-You agree to promptly make changes requested in a Notification of Change.

Returns, Adjustments, Etc.-All credits given to you or Authorize.Net are provisional until we receive final settlement. To the extent that any credits are revoked or affected by any third party claim or demand or any other process recognized by the Rules (such as, but not limited to, returns, reversals, adjustments, reclamations, or claims based on breach of any warranty made by Originators or ODFIs under the Rules) or to the extent that we are required to indemnify any Receiver, RDFI or other third party in respect of your entries (collectively, "Special Handling Claims"), you agree to reimburse us. Our right of reimbursement is absolute and unconditional, shall survive any termination of our relationship with you, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment. You must reimburse us even if Authorize.Net was the cause of the Special Handling Claim. If Special Handling Claims become excessive (in our judgment) we may discontinue services or take other actions that we deem appropriate.

Effective Date-This ACH Update is effective as of the date first written above and supersedes and replaces any previous such update.

EXHIBIT B

FEE SCHEDULE

eCheck.Net Fee Amounts			
eCheck.Net Application Fee:	$49.00*	Chargeback Fee:	$25.00
eCheck.Net Setup Fee:	$100.00*	Returned Item Fee:	$3.00
eCheck.Net Monthly Minimum Fee:	TBD by Authorize.Net**	Non-Sufficient Fund Fee:	$25.00
eCheck.Net Discount Rate Fee:	TBD by Authorize.Net**	Late Payment Fee:	$10.00
eCheck.Net Transaction Fee:	TBD by Authorize.Net**	Service Reactivation Fee (Payment Gateway):	$25.00
*Waived during our current promotion.			
**If Authorize.Net accepts Merchant's eCheck.Net Application, Authorize.Net will send Merchant an email message notifying it of the amount of the eCheck.Net Monthly Minimum Fee, eCheck.Net Discount Rate Fee, eCheck.Net Transaction Fee.			

eCheck.Net™ Standard Terms

eCheck.Net Fee Descriptions

"eCheck.Net Application Fee" means a one-time non-refundable fee that Merchant must pay Authorize.Net for the handling and processing of Merchant's application for its participation in the eCheck.Net Service.

"eCheck.Net Setup Fee" means a one-time non-refundable fee that Merchant must pay Authorize.Net for the setup of Merchant's eCheck.Net account, upon approval of Merchant's application for the eCheck.Net Service by Authorize.Net and the applicable financial institution(s).

"eCheck.Net Monthly Minimum Fee" means a monthly fee that Merchant must pay Authorize.Net for access to and use of the eCheck.Net Service.

"eCheck.Net Discount Rate Fee" means a fee that Merchant must pay Authorize.Net for the handling and processing of each debit transaction submitted by Merchant to Authorize.Net via the eCheck.Net Service. The amount of the eCheck.Net Discount Rate Fee shall be a percentage of the total dollar amount of all debit transactions submitted by Merchant to Authorize.Net via the eCheck.Net Service in a given day. Authorize.Net withholds the amount of owing eCheck.Net Discount Rate Fee(s) on a daily basis from funds otherwise owing to Merchant's account, retains such fee amounts in a virtual billing reserve account, and moves the amount of owing eCheck.Net Discount Rate Fee(s) to Authorize.Net's account at the end of each month.

"eCheck.Net Transaction Fee" means a fee that Merchant must pay to Authorize.Net for the handling and processing of each eCheck.Net Transaction submitted by Merchant to Authorize.Net. Authorize.Net shall debit Merchant's account for any owing eCheck.Net Transaction Fee(s) on a daily basis during the settlement process.

"eCheck.Net Chargeback Fee" means a fee that Merchant must pay to Authorize.Net each time a Purchaser initiates a Chargeback of the amount of an eCheck.Net Transaction submitted by Merchant to Authorize.Net. Authorize.Net shall debit Merchant's account for any owing eCheck.Net Chargeback Fee(s) on a daily basis during the settlement process.

"eCheck.Net Returned Item Fee" means a fee that Merchant must pay to Authorize.Net each time Authorize.Net attempts to initiate a debit to a Purchaser's bank account on behalf of Merchant and such an attempt is unsuccessful for a reason outside of Authorize.Net's control, such as the Merchant and/or Purchaser provided Authorize.Net with incorrect bank account information. Authorize.Net shall debit Merchant's account for any owing eCheck.Net Returned Item Fee(s) on a daily basis during the settlement process.

"Non-Sufficient Fund Fee" means a fee that Merchant must pay each time Authorize.Net attempts to debit Merchant's depositories account for any amounts owing under this Agreement and receives a non-sufficient fund message from Merchant's bank.

"Late Payment Fee" means a fee that Merchant must pay if Merchant does not pay owing amounts on or before the first business day following the tenth (10th) day of the month.

"Service Reactivation Fee" means a fee that Merchant must pay to restore the eCheck.Net Service if the service has been suspended due to Merchant's failure to pay.

EXHIBIT C
TRADEMARKS

Authorize.Net Marks

For purposes of this Agreement, "Authorize.Net Marks" means those trademarks listed below and such other trademarks as Authorize.Net may from time to time notify Merchant in writing to be "Authorize.Net Marks" within the meaning of this Agreement.

AirPay™
Authorize.Net®
Authorize.Net EMerchant Development Center™
Authorize.Net® Where the World Transacts

eCheck.Net®
FraudScreen.Net®
Pocket Authorize.Net™

Merchant Marks

For purposes of this Agreement, "Merchant Marks" means Merchant's customary name and logo, and such other trademarks as Merchant may from time to time notify Authorize.Net in writing to be "Merchant Marks" within the meaning of this Agreement.