



## **MEDFUSION MERCHANT AGREEMENT: ACCEPTABLE USE POLICY ("AUP")**

By accessing or using the Services under the MMA, you agree to be bound by this Acceptable Use Policy ("AUP"), which is incorporated into the MMA, and any additional terms, conditions, rules or policies that are displayed to you in connection with the Services. This AUP is subject to change without notice.

**1. Purpose.** The purpose of this AUP is to comply with relevant laws and card or payment association (e.g. Visa, MasterCard, American Express, NACHA) rules and policies, the Bank Rules, the Operating Regulations; and to specify to you what activities are considered an unacceptable use of our Services; to protect the integrity of our payment network; and to specify the consequences that may flow from undertaking any prohibited activities.

**2. Unlawful Activity; Fraudulent, Deceptive or Unfair Business Practices.** Services may only be used for lawful purposes and activities. You agree that you will not submit any transaction through the Networks which is illegal or which you should have known was illegal. If we determine, or have reason to believe, in our sole discretion, that you are engaging, or have engaged, in any illegal activities (or which you should have known were illegal), activities in violation of or prohibited under our AUP, or in business practices that we deem fraudulent, deceptive and/or unfair, we may take corrective action (without or without notice to you) including, but not limited to: blocking a transaction; holding settlement or funds associated with a prohibited transaction; suspending, restricting or terminating your use of the Services and terminating the MMA for merchant misconduct. You may also incur substantial fees, assessments, fines and other related expenses.

**3. Prohibited Merchants.** If any of the following apply to you, you are ineligible (or may become ineligible) to use our Services:

- Your use of Services may cause us not be compliant with any card association rules/policies or us not to be in compliance with any laws or regulations.
- You are domiciled, a resident of a country, or have a principal place of business outside of the U.S.
- You transact in currency other than the U.S. currency.
- You transact more than 50% international transactions in any given month without our prior approval.
- You are involved in any fraudulent or illegal activity (for example, money laundering, child pornography, illegal drugs, counterfeit or stolen items, prostitution) or your business is likely to notoriety or reputational damage to Medfusion or any card associations or NACHA.
- You are listed on the VISA Terminated Merchant File, MasterCard MATCH, or any other similar prohibited merchant list.
- You are operating in a jurisdiction or identified as a sponsor of international terrorism; listed on the U.S. Department of State's Terrorist Exclusion List; or listed on the U.S. Department of Treasury, Office of Foreign Assets Control's, Specially Designated Nationals and Blocked Persons List.
- You transact for sales of goods or services where the cardholder will not take full possession for greater than 90 days without prior review or consent.



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**4. Prohibited Activities and Business Types.** Some merchants or business are not eligible (or become ineligible) to use our Services. We may terminate the Agreement without prior notice to you if you fall into one of the following business categories and/or accept payment for the following prohibited activities provided below:

- Buyer Clubs/Membership Clubs
- Infomercial merchants
- Internet Pharmacies
- Outbound Telemarketers and Telecom merchants including MCC’s 4814,4816, and 5966
- Rebate-Based Businesses
- Up-Selling merchants
- Any merchant that accepts a card at a scrip-dispensing terminal
- Bail Bond Services
- Bankruptcy Lawyers
- Brand or Reputational damaging, potential or otherwise, activities including Bestiality, Child Pornography, Escort Services, Mail Order Brides
- Commodity Trading or Security Trading
- Currency Exchanges or Dealers
- Debt Elimination, Debt Reduction or Debt Consulting Services
- Digital Wallet or Prepaid Companies
- Discount Medical or Dental plans including Discount Insurance
- Discount Coupon merchants or Online Sites
- Distressed Property Sales and/or Marketing
- e-Cigarettes
- Firearms including Ammunition
- Investment or “get rich quick” merchants, businesses or programs
- Merchants utilizing negative option, renewal, or continuity subscription practices
- Marketing Activities involving “pay only for shipping” and/or “free trial” periods
- Merchants offering Special Incentives
- Prepaid Phone Cards
- Prepaid Phone Services
- Pseudo Pharmaceuticals
- Real Estate Flipping
- Sale of Mobile Minutes



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- Selling or Sales of Social Media Activity
- Sports Forecasting or Odds Making
- Substances designed to mimic illegal drug
- Transacting Virtual Currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world



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Prohibited Business Types	Description
Adult Services	Lingerie or passion parties; adult DVD rentals/sales; adult novelties; massage parlors (without licensed massage therapists); escort services; adult digital content; mail order bride services; dating/match-making services
Aggregated Merchant Accounts Money Service Business	Payment facilitators; e-wallets; crowd funding products, money transmission services
Auctions/Consignment	Online penny auctions; bid-to-bid; auction services; online consignment shops
Bail Bonds	Bail agents; bail bonds; surety bonds; bounty hunters
Bankruptcy Services	Bankruptcy attorneys; collection attorneys; factoring companies; liquidation services
Check Cashing/Guarantee	Check cashing services; check guarantee services
Credit Repair/Counseling Credit/Identity Protection	Credit repair services; credit counseling or credit repair services; credit protection or identity theft protection
Debt Collection	Collection agencies and any business engaged in the collection of debt; factoring companies, 3 <sup>rd</sup> party medical billing
Diplomatic Mission	Permanent or semi-permanent diplomatic missions, high commissions, consulates, embassy and related services including: government issued ID, passport, diplomas
Drug Paraphernalia	Equipment, or material that is for making, using, or concealing illegal drugs
Financial or other regulated products, services, securities, and stored value	Banks, credit unions, shell banks, saving and loans associations, including services such as the sale of equities, trusts, mutual funds offered through a financial institution, stock brokerage, manual cash disbursements, transfers involving virtual currency, stored value cards, credit services, bearer shares
Hazardous Materials and pyrotechnic devices	Automated fuel dispensers; toxic, flammable, and radioactive materials and substances; gunpowder; explosives
Human or Animal Parts	Animal or human tissues, organs, parts or fluids
Gambling	Casino chips; bookmakers; federal, state and local lotteries; bingo; internet gambling; off-track betting; racetracks; casinos.
Lending	Payday loans (direct or indirect); title loans, student loans, loan services including refinancing or modification
Marijuana Dispensaries	Marijuana in any form for the sale of any purpose including medicinal/homeopathic
Multi-Level Marketing/Pyramids	Online payment randomizers; pyramid and Ponzi schemes; wealth creation programs; paid to click schemes and other similar programs
Occult Services/Goods	Mail order, phone or online palm readers; psychic services; astrology services
Pawn Shop	Stores that offer loans in exchange for personal property as equivalent
Regulated MOTO Businesses	Business that are not conducted face-to-face and are regulated by state and federal authorities including: mail order, phone or online (“MOTO”) animal/pet sales; MOTO tobacco sales (cigars, flavored/loose or synthetic tobacco, electronic cigarettes, nicotine, smoking paraphernalia); MOTO firearms and weapons sales; MOTO pharmacies and pharmacy referral sites; MOTO alcohol sales, and MOTO fireworks and related goods
Travel	Travel packages and offers; travel services, including third party booking sites, flight, cruise; travel clubs/certificates; timeshares and resellers of timeshare; airlines; charters (bus, air, boat) services
Telephone/Telecommunications	Local/long distance services or software; VOIP; pre-paid phone cards; pre-paid phone service
Other High Risk Business Types	<p>Any business whose business type has had historically high occurrence of fraud or disputed charges/transactions. Examples of such high-risk business types are listed below. This list is not exhaustive and we may, at our sole discretion, modify this list without notice.</p> <ol style="list-style-type: none"> <li>Miracle cures, unsubstantiated remedies or other items marketed as quick health fixes; designer supplements; nutraceuticals, muscle mass/proteins; weight gain or loss; HGH or HCG sales.</li> <li>Sale of K2, spice or similar psychoactive herbal and chemical products including but not limited to JWH-018 and HU-210.</li> <li>Sale of bath salts, incense or potpourri for the purpose of ingestion, synthetic stimulants with psychoactive effects; sale of Salvia Divinorum, Amyl, Butyl, and Isobutyl Nitrite, sale of psilocybin mushrooms or derivatives including spores</li> <li>Sale of email or direct marketing lists enabling unsolicited contacts, telemarketing merchants (inbound or outbound).</li> <li>Sale of manuals, how-to guides or equipment to disable or “hack” or modify access controls on software, servers, phones or websites, including but not limited to mod-chips, drive chips, or access cards.</li> <li>Sale of devices that are designed to block, jam, or otherwise interfere with cellular and personal communication services, police radar, global positioning systems, and wireless networking services.</li> <li>Items that encourage, promote, hate, violence, or racial intolerance</li> </ol>



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**5. Prohibited Transactions.** You further agree not to use the Services in connection with any of the following prohibited transactions or payment processing practices (each a “Prohibited Transaction”):

- Processing a transaction for the purpose of adding funds to an account (i.e. account funding transactions, deposits or factoring).
- Allowing international customers to pay in the currency of their home currency.
- Processing any quasi-cash transactions.
- Processing transactions for another business.
- Splitting a single transaction into two or more sale receipts.
- Processing a transaction for the purchase of scrip or substitute money.
- You may not split transactions on multiple cards or other payment transactions except where: (a) partial payment is entered on a transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction; or (b) the amount represents an advance deposit in a card transaction completed in accordance with the Agreement, and the Operating Regulations.
- You will not use the Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a customer, or otherwise use the Services to collect a dishonored check.
- You agree not to present for processing or credit, directly or indirectly, any transaction not originated as a result of a payment transaction directly between you and a Cardholder or payor.
- You agree not to present for processing or credit any transaction you know, or should know, to be fraudulent or not authorized by a cardholder, payor or customer. We will refer perpetrators of fraudulent transactions, in our discretion, to the appropriate law enforcement agency and/or report these matters to the card or payment networks or other third parties.
- You are prohibited from receiving any cash payments from a customer for charges included in any card processing transaction, resulting from the use of a credit or debit card.
- You agree not to deposit any transaction for the purpose of obtaining or providing a cash advance either on a card or other payment instrument owned by you or any other party. You agree that any such deposit or any use of the Services to process your own cards shall result in immediate termination of the Agreement.
- You agree not to deposit duplicate transactions and will be solely responsible for the full amount of any duplicate transactions. You agree not to accept or deposit any fraudulent transaction and may not present for processing or credit, directly or indirectly, a transaction, which originated with any other merchant or any other source. If you deposit any such transactions we may hold funds and/or demand a Reserve Account.
- You acknowledge and agree that “restricted transactions” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG (“Restricted Transactions”) issued thereunder are Prohibited Transactions. You represent and warrant to us that you will not submit any Restricted Transactions, nor will you permit your customers to submit such Restricted Transactions for processing under the Agreement. In the event we identify a suspected Restricted Transaction, we may block or otherwise prevent or prohibit such a transaction, seek any remedies available to us under this Agreement or otherwise, and if you do not take immediate steps to remedy the situation, we may terminate this Agreement.

**6. Compliance Monitoring; Violations of this Policy.** We will monitor your transactions and activities for potential violations of this AUP. Monitoring includes, but is not limited to, reviewing your accounts for retrievals, returns, chargebacks, and/or by using a third party information or source. We encourage you to contact us if you believe you are in violation to this AUP. We reserve the right to take any corrective action (with or without notice to you) as we deem necessary to mitigate our risk or ensure compliance with this AUP, including but not limited to: blocking a transaction; holding funds associated with a Prohibited Transaction; suspending, restricting or terminating your use of the Services, your Merchant Account and terminating the MMA for merchant misconduct. You may also incur substantial fees, assessments, fines



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and other related expenses from us, the card associations (i.e. Visa, MasterCard) and/or our sponsor banks. You may also be liable to us for any damages assessed upon us as a result of your actions or activities in violation of or prohibited under our AUP, and you agree to reimburse us for any and all assessments, fines and expenses, including reasonable attorneys’ fees incurred by us and/or levied on us by the Platform, a card association, our sponsor banks, or other financial institution. In addition to any other remedies available to us under the Agreement, in the event that you have engaged in a Prohibited Transaction or have received funds from a Prohibited Transaction, those funds may be frozen, returned, or seized. If we reasonably suspect that your account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your account, your access to the services, and any of your transactions with law enforcement.

December 8, 2015