

This is an Addendum (this “Addendum”) to the Merchant and/or ACH Origination Agreement (the “Agreement”), between \_\_\_\_\_, (the “Merchant”), ISO, and Bank/ODFI (“Bank”) as defined in the Agreement.

This Addendum shall be deemed to be integrated into and added to the Agreement. The Addendum shall be fully subject to all the terms and conditions of the Agreement. This Addendum shall be additive to the Agreement and shall not limit or supersede any of the Agreement’s terms. For any conflict between the Agreement and this Addendum, the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**As a condition of rendering the Services to Merchant, Merchant must execute this Addendum, making each of the acknowledgements, representations, warranties, and/or agreements contained herein.**

**Representations, Warranties and/or Acknowledgements.**

- Merchant is engaged in the business of online dating or related services. Merchant agrees that it will, throughout the term of the Agreement, maintain, all local, state, and federal licenses, registrations, and approvals required to conduct such business in the location(s) in which Merchant conducts business and/or as required based upon where Merchant's customers reside, and agrees to conduct its business in a manner that meets all applicable requirements.
- Merchant warrants that all statements by Merchant regarding the products and services it sells were and shall remain exhaustive, and all its statements on applications for such licenses, registrations, and approvals were and shall remain true. Merchant understands it may be required to provide proof of its compliance with this Addendum.
- Merchant expressly warrants that it is in full compliance with Applicable Law, rules, regulations, and licensing requirements in each location in which it operates, including the states where its customers reside, which states that it is in compliance with all such laws, rules, regulations, and licensing requirements.
- Merchant expressly warrants that it does not advertise services that are illegal in nature. Merchant agrees it shall at no point advertise services that are illegal in nature throughout the term of the Agreement.
- Merchant expressly warrants that, should its business model change including, without limitation, how it services customers, or implements controls required herein, by any Association, or by Applicable Law, it will notify ISO and Bank and understands it may be required to obtain an independent legal review to confirm that the business remains in compliance with all Applicable Law, at Merchant’s sole cost. If Merchant is any time not in compliance with Applicable Law, or in the event its licensing is no longer valid, it will immediately cease its business operation to the extent that such business operation violates Applicable Law, and seek appropriate licensure or otherwise become compliant.

**Merchant’s Special Compliance Obligations under Association Rules.** The Agreement requires Merchant to abide by all Association Rules. Without limiting or narrowing that obligation in any way, Merchant specifically agrees as follows:

- Merchant will follow all applicable Association Rules, including, without limitation, those prohibiting acceptance or submission of any Transaction(s) representing sales generated by another merchant, and any other Rule of any Association regarding online dating and related sales, as may be updated from time to time. Merchant acknowledges and understands, notwithstanding the terms of this Addendum, it is the Merchant’s ultimate responsibility to know and comply with same.
- **Visa/MasterCard Registration.** To ensure compliance with Association Rules, Merchant understands ISO may, with or without notice, register Merchant with the Associations for special acceptance of Transactions related to Merchant’s restricted industry. These fees are charged per-Association, upon approval of the Agreement, and annually thereafter. Prior to April 1, 2024, the fee shall be \$500.00 for Visa, and \$500.00 for MasterCard, if applicable. Effective on or after April 1, 2024, the initial and annual registration fee shall be as follows: \$500.00 for MasterCard, if applicable, and \$950.00 for Visa. In each case, the registration fee shall be per-Association; shall be non-refundable and non-transferrable; and shall be charged upon acceptance of the Agreement and annually thereafter, for so long as the Agreement remains in effect. Whether and to what extent any Association may require Merchant’s registration and the associated fee may depend on whether Merchant is selling physical products.

- Merchant authorizes ISO to initiate debit entries for the above-referenced registration fees, with or without notice, as required to maintain Merchant's registration, from the Operating Account, the Reserve Account, or any other account maintained by Merchant in accordance with the terms and conditions of the Agreement. The registration described herein shall not operate as a waiver of Merchant's indemnity obligations, including, without limitation, Merchant's responsibility for any assessments, penalties, fines or fees.

**Visa Fees.** Merchant understands and acknowledges that special fees apply to special acceptance of Transaction(s) in Merchant's restricted industry, and such fees are in addition to those set forth on the Fee Schedule (Schedule A) to the Merchant Agreement. Merchant agrees that ISO may, with or without notice, pass through these fees. These fees may be passed through per-Association, upon approval of the Agreement, and for all Transactions processed. Effective on or after April 1, 2024, Visa assesses an additional 10 basis point fee (0.10%) on all Visa Transactions, as well as an additional 10 cent (\$0.10) per-Authorization fee. Merchants subject to this fee may include, without limitation, online dating and related services.

- Merchant authorizes ISO to initiate debit entries for the above-referenced fees, with or without notice, as a pass-through Association fee, from the Operating Account, the Reserve Account, or any other account maintained by Merchant in accordance with the terms and conditions of the Agreement which are in addition to all fees set forth in Merchant Application including without limitation the Fee Schedule (Schedule A). The fees described herein shall not operate as a waiver of Merchant's indemnity obligations, including, without limitation, Merchant's responsibility for any assessments, penalties, fines or fees.

**Websites and URLs.** Merchant agrees to disclose to ISO each and every URL it uses to sell its products or market its business to consumers. This includes an obligation to update ISO as to any new or changed URLs. Merchant acknowledges and agrees that ISO (or a vendor engaged by ISO) will monitor their URLs monthly, and that **Merchant will be charged a fee of \$15.00 per URL per month for such monitoring.** This fee will begin upon ISO's acceptance of the Agreement and shall continue for each full or partial month in which the Agreement is in effect. Merchant authorizes ISO to initiate debit entries for the foregoing fee on a monthly basis from the Operating Account or any other account authorized by the Agreement.

**Merchant's Acknowledgement of Special Laws Applicable to Merchant's Industry.** The Agreement requires Merchant to abide by all Applicable Laws. Without narrowing or limiting that obligation in any way, Merchant specifically acknowledges and agrees as follows:

- Merchant agrees to refrain from advertising services or goods that are illegal in nature.
- Merchant understands that it will be required to establish controls to protect its activity from human or sex trafficking, including established protocols to engage law enforcement in case it knows, detects or has reason to believe such activity is occurring.
- Merchant understands and acknowledges that it is not permitted to engage in any type of prohibited business activity, prohibited business activity shall include, without limitation, offering any type of explicit adult content or services.
- Merchant understands it will be required to establish controls to prevent any underage or un-consented participation, including, without limitation, age verification controls, and Merchant agrees to provide proof of its compliance with this requirement upon Bank/ISO's request, or upon the request of any Association.
- Merchant understands it will be required to implement controls to ensure that its customers' statements on any platform regarding their identities are true, accurate, up to date, and not misleading. Merchant agrees to provide proof of its compliance with this requirement upon Bank/ISO's request, or upon the request of any Association.

**Miscellaneous.**

**Notice.** Merchant will immediately notify ISO and Bank in writing of any inquiry, investigation, complaint, charge, subpoena, claim, civil investigative demand, request for information, judgment, injunction, restraining order, cease and desist order, any similar judicial, quasi-judicial, administrative, or executive order, or any license or permit revocation or cancellation, by any local,

state or federal law enforcement or regulatory agency, entity, or official in connection with or relating to Merchant's business including without limitation any complaints, charges or claims against Merchant by any customers of Merchant or by any local, state or federal official.

- **Indemnity.** In addition to the indemnity obligations set forth in the Agreement, Merchant will also indemnify and hold ISO and Bank harmless from and against any and all losses, costs, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from or incurred in connection with any breach of the Agreement including and as modified by this Addendum, and/or resulting from or incurred in connection with any inquiry, investigation, complaint, charge, subpoena, claim, or request for information of or against Merchant, or against or involving ISO or Bank in connection with Merchant, by any local, state or federal law enforcement or regulatory agency in connection with or relating to Merchant's business including without limitation any complaints, charges or claims by any customers of Merchant or by any local, state or federal official.
- **Termination.** Merchant understands that ISO or Bank may terminate the Agreement effective immediately in the event of any breach of this Addendum, upon Event of Default or as otherwise set forth in the Agreement.

**Legal Advice.** This Addendum is not legal advice to Merchant from Bank and/or ISO. Merchant is strongly encouraged to obtain its own legal counsel regarding matters of compliance in its business; however, Merchant shall be responsible for complying with Association Rules and Applicable Law, regardless of whether it chooses to obtain legal counsel, and may be required to provide legal opinions as may be provided herein or the Agreement.

Merchant:

By:

Print Name:

Its:

Dated: