

Zip Pay Supplemental Terms

If Customer subscribes to Zip's global payment Solution ("**Zip Pay**"), the following supplemental terms shall apply:

1. PAYMENT PROCESSOR TERMS.

Customer's access to and use of Zip Pay is dependent on the approval of the third party payment processor engaged by Zip (the "**Payment Processor**"). The Payment Processor provides payment processing and funds transfer services (collectively, "**Payment Services**") in coordination with a sponsor bank engaged by the Payment Processor. Customer acknowledges that Zip is not a bank or money transmitter. During the Subscription Term and in order to fulfill its obligations under the Agreement, Zip, in its sole discretion may require Customer to onboard on an alternative Payment Processor. Customer acknowledges and agrees that Customer's vendor payments are processed by the Payment Processor and Zip is not responsible or liable for (a) the payments made to Customer's vendors; (b) unauthorized transactions; or (c) the services or any transaction disputes resulting from Customer's use of the Payment Processor services or the Solution. By entering into an Order Form for Zip Pay, Customer agrees to receiving services from the Payment Processor. Customer is responsible for entering into and complying with all Payment Processor terms, policies, and licenses (collectively, the "**Payment Processor Agreement**") governing access and use of Zip Pay. Zip reserves the right to reject, suspend, or terminate Customer's access and use of Zip Pay if Customer (i) does not comply with the Payment Processor Agreement or (ii) if Customer's authorized direct debit transaction goes into reversal or dispute. Customer authorizes the Payment Processor to make payment deductions from accounts associated with Zip Pay at the Customer's instruction. Customer acknowledges that intermediary fees or other fees charged by correspondent or beneficiary banking institutions (collectively, "**Intermediary Fees**") may apply to and reduce the amount received by the beneficiary of a payment requested by Customer. Customer may be charged and is liable for any Intermediary Fees that result from insufficient balances in any account connected to the Solution. In no event shall Zip be liable for any damages directly or indirectly resulting from Customer's failure to provide current and correct information to the Payment Processor.

2. USE OF CUSTOMER DATA.

In compliance with applicable law, Zip may collect and transfer Customer Data to the Payment Processor to provide the Payment Services. Customer authorizes and grants permission to Zip to obtain and transfer to Payment Processor, sponsor bank, and relevant third-party service providers all Customer Data, documentation, and information necessary to provide the Payment Services. Customer further authorizes and grants permission to Zip to (a) obtain and provide Know Your Customer ("**KYC**") information and documentation, including identification verification results to Payment Processor, bank sponsors and third-party service providers; (b) fully access the Customer's Zip Pay account and authority to operate and give instructions, and share data, including transaction data and history, regarding such Zip Pay accounts with Payment Processor, Zip and applicable bank sponsors; (c) provide settlement data to Payment Processor for it to allocate funds to or make payouts from Customer accounts in accordance with such settlement data. Failure of Customer to provide Zip with necessary Customer Data and information may result in the denial or termination of access to Zip Pay at Zip's sole discretion.

3. ZIP PAY INDEMNIFICATION.

Customer agrees to indemnify and defend, at its cost, Zip for (a) all penalties and fees or other losses incurred as a result of a rejected or failed transaction; (b) any chargebacks, refunds, fines, reversals of a transaction, deduction of fees, or insufficient funds; (c) any third party claims (i) arising from Customer's breach of Payment Processor Agreement; or (ii) related to Intermediary Fees, and Customer shall pay all costs and damages finally awarded against Zip by a court of competent jurisdiction.