

MERCHANT SUBSCRIPTION CONTRACT

FoxPay LLC dba Salsita
1000 NW 1st Ave, Ste 23 Boca Raton, FL 33432

This Merchant Subscription Contract is a legal agreement between you and FoxPay, LLC dba Salsita (“**Service Provider**”, “**we**”, “**us**”) governing your use of our products and services known as “**Salsita**,” such as access to our website (www.salsita.com) offering certain back office functionality (“**Websites**”), and the use of point of sale software and hardware (the “**Hardware**” as defined in the Order Document) to run certain operations of your restaurant business, including but not limited to taking payments, tracking sales, managing inventory, menu management and managing employee hours for payroll purposes (together, the “**Services**”), whether such Services are offered by Service Provider or its affiliate.

There are two parts to this Merchant Subscription Contract. The first part sets forth General Terms of Service (“**General Terms**”) that govern your use of any and all Services. The second part sets forth Additional Terms of Service (“**Additional Terms**”) that govern your use of certain specific Services offered by Service Provider; by using those Services, you agree to the applicable Additional Terms. The General Terms and the Additional Terms (together, the “**Terms**”) are incorporated into any Order Document (“**Order Document**”) you may enter into. Collectively, the Terms, any Order Document(s), and any other terms referenced or linked herein shall be referred to as the “**Agreement**”.

For the purposes of these Terms, “**you**” or “**your**” or other similar terms means the party identified as the merchant in the applicable Order Document. You and Service Provider are referred to, from time to time, individually as a “**Party**” and collectively as the “**Parties**”. By executing an Order Document that references these Terms you confirm that you have read, understand, and agree to be bound by the Agreement, including these Terms.

It is important that you understand your responsibilities under the Agreement. Please read all of the terms and conditions carefully. Service Provider recommends that you print or save a copy of this Agreement, including these Terms, for future reference.

PART I. GENERAL TERMS OF SERVICE

1. Service Provider’s Services

1.1 Access to the Services. Subject to these Terms and the applicable Order Document, Service Provider will grant you a revocable license to access and use the Services at each location(s) specified in the Order Document (each a “**Locations**” and together the “**Locations**”). You agree that Service Provider retains all right, title and interest to the Services, including any modifications, improvements, enhancements, extensions, and other modifications, including those resulting from feedback from you, to the Services, including, if applicable, any “Early Access” or “Pilot” programs that Service Provider may offer. All rights not expressly granted to you are reserved by Service Provider.

2. Hardware

2.1 Ownership of Hardware. The title and ownership of the Hardware shall be in the name of the Service Provider. Merchant shall not, directly or indirectly, transfer, pledge, mortgage or otherwise dispose of any Hardware at any time during the Term hereof. Service Provider perpetually retains any beneficial interest in any warranties or other non-tangible properties of the Hardware. In the event the Services are cancelled or the Service Provider requests for the Hardware to be returned for any reason, the Hardware must be returned to Service Provider in the same condition as it was when you received it no later than ten (10) days following the request of Service Provider or the termination of the Agreement (as applicable). In the event the Hardware is not returned in the same condition as it was when you received it, and/or is returned late, you will be charged an additional fee of \$5,000. You understand that this fee only applies in the event the Hardware is not returned in accordance with the terms of this Section 2.1. This fee is not a purchase price and the title and ownership of the Hardware shall remain in the name of Service Provider.

2.2 Replacement Hardware. In the event you experience a perceived or actual defect with the Hardware, you must contact Service Provider at support@salsita.com. Service Provider will use commercially reasonable efforts to cure any Hardware defects and, in Service Provider's sole discretion, may replace the Hardware (or any portion of the Hardware) and may charge a fee if replacement Hardware is required as further set forth on the Order Document and as further determined by whether the Salsita Care is included in the package as set forth on Section 2.1 of the Order Document. In the event Hardware needs to be returned, please use reasonable care in packing the Hardware to protect against damage in transit, otherwise a fee may be imposed. Upon each renewal of the Subscription term, you may contact Service Provider at support@salsita.com to discuss renewing or upgrading the Hardware, provided that the Agreement term length is at least two years.

2.3 Compatibility and Third-Party Hardware. Your use of the Services may require that you have a compatible mobile device and access to the Internet. Any fees charged by third parties for mobile devices, network or Internet access, or related services in connection with your access to or use of the Services are solely your responsibility to pay. You may not use the Services with a mobile device that has been modified contrary to the manufacturer's software or hardware guidelines.

During any Subscription period, as may be defined in your Order Document, and in any event when using Hardware to access and/or utilize the Services, you covenant and warrant that you will not use the Hardware for any other purpose or in any manner not expressly authorized by Service Provider. Further, you acknowledge that the Services may support integrations with certain Service Provider-authorized third-party services ("**Third-Party Services**") and related Service Provider-authorized devices ("**Third-Party Hardware**"). You are solely responsible for complying with any relevant terms and conditions of the Third-Party Services and Third-Party Hardware and maintaining appropriate accounts in good standing with the providers of the Third-Party Services. You acknowledge and agree that Service Provider has no responsibility or liability for any Third-Party Services or Third-Party Hardware, or any Customer Information (as defined below) exported to, accessed or used by Third-Party Services.

3. **Account and Fees**

3.1 Account Subscription. The duration of your initial subscription (the "**Initial Subscription**") is specified in your Order Document. Unless otherwise specified in the Order Document, all Initial Subscriptions will automatically renew for successive equal periods of time as the Initial Subscription (each a "**Renewal Subscription**"), unless either Party notifies the other at least thirty (30) days prior to the expiration of the Initial Subscription or any Renewal Subscription of its intent to cancel. The Initial Subscription, and any Renewal Subscription(s), are referred to in this Agreement as the "**Subscription**". If you would like to request to cancel your Subscription, you must first schedule an appointment with a Service Provider representative. Please note, in the event you cancel a Subscription, Service Provider, in its sole discretion, may charge you a cancellation fee as further explained in your Order Document. Subscription payments will begin on the Subscription Start Date (as defined in the Order Document) whether or not the onboarding process is complete at that time. It is your responsibility to ensure adequate time for the onboarding process during the onboarding period, which we expect to take no more than three (3) weeks after execution of this agreement.

Service Provider may suspend or terminate this Agreement and your access to the Services immediately upon notice to you at any time and for any or no reason, including if: (i) you breach any condition of these Terms or any other condition applicable to specific Services covered by separate terms and conditions, including, without limitation, applicable third-party rules (e.g., Visa, Mastercard, and American Express scheme rules); (ii) you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our Services; (iii) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity; (iv) you pose an unacceptable credit or fraud risk to us; or (v) if we believe that your account has been compromised or other security concerns exist.

If your account is terminated or suspended for any reason you will: (i) continue to be bound by these Terms; (ii) immediately stop using the Services; (iii) acknowledge that the license to access and use the Services provided to you under these Terms shall end; (iv) accept that we reserve the right, but shall have no obligation, to delete all of your data stored on our servers; and (v) release, hold harmless, covenant not to sue us, and indemnify us against any damages to you or a third party based on our termination or suspension of the access to the Services, or for our deletion of your data.

Following the termination of your account you shall immediately pay us all amounts owed by you under these Terms and return the Hardware to us, and we shall equally pay you all amounts owed by us under these Terms, if any reimbursements for prepayments apply. Notwithstanding the aforementioned provision, we may withhold a reserve of any reimbursements due to you until the amounts owed between the Parties are finally settled.

3.2 Fees. Service Provider and its affiliates may offer certain Services to be paid by you on a recurring basis or on an as-used basis, as specified in your Order Document. Any amounts charged to you under this Agreement are referred to as the “**Fees**”. By using our Services, you agree to pay the Fees and any applicable taxes in accordance with the terms of your Order Document. You further agree that you will be responsible for any fees charged by third parties in connection with the Services (e.g., gateway fees). Fees must be paid by U.S. dollars, via the method specified on your Order Document. All Fees are non-refundable and non-cancelable. You agree and authorize that Service Provider, on its own behalf or as an agent for its affiliates, may collect Fees for Services via any available method, including ACH direct debit from a bank account, charging a debit card or credit card linked to you. You are obligated to reimburse Service Provider for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys’ fees, legal costs, court costs, and collection agency fees. Failure to pay undisputed Fees may result in your account being sent to a collection agency, which in turn could negatively impact your credit score.

Fees charged on a recurring basis (“**Subscription Fees**”) will be charged upon initiation of the subscription, as well as on the relevant intervals specified in your Order Document. If a payment is not successfully settled due to expiration, insufficient funds, or otherwise, we may suspend or terminate your access to the Services, and a late fee may apply.

Fees will be charged as specified in your Order Document regardless of whether you, or any particular Location(s) (if applicable) is/are actually using the Services. Service Provider may suspend the Services and performance upon notice if any Fees are unpaid for more than thirty (30) days from the due date. Service Provider reserves the right to bill Fees from any affiliate billing entities as it deems appropriate.

In the event Service Provider terminates this Agreement prior to the end of the Subscription, and provided further that you have paid all Fees due to Service Provider, and are not in breach of this Agreement, then Service Provider shall, within thirty (30) days of its notice of cancellation, refund any pre-paid Fees back to you via the payment method specified Order Document, or any other reasonable means; provided, however, that any such the repayment of any pre-paid fees shall first be offset by the cancellation fees set forth in Section 2.4 of the Order Document and Section 3.1 above.

3.3 Change in Fees. If you change your Services, add or subtract Locations, and/or request additional Hardware, additional Fees may apply. Service Provider may change any Fees, including Subscription Fees, at its discretion upon thirty (30) days advance written notice, which shall describe both the Fee increase and reason for the Fee increase (a “**Fee Notice**”). The Fee Notice will be delivered to the email address specified in your relevant Order Document. Should you believe any Fees are erroneous, you shall immediately notify Service Provider by email to support@salsita.com, but in any event within thirty (30) days, otherwise the Fees will be deemed conclusively accepted and binding upon the Parties.

3.4 Taxes. You are solely responsible for calculating, collecting, withholding, reporting and remitting to the appropriate tax authorities any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with the use of the Services. We assume no liability in connection with any taxes you might owe in connection with your use of the Services.

4. **Data Rights and Responsibilities**

4.1 Your Customers’ Data. You acknowledge and agree that when a customer of yours (“**Customer**”) signs up to as a user of the Loyalty Program (as defined in Section 16 below) or push/text program through the Platform (as defined in Section 16 below), or when you enroll a customer or otherwise enable a customer to enroll as a user of the Platform services, both parties shall be co-owners of such Customers’ data and Service Provider shall therefore have the perpetual and irrevocable right to use, in connection with its business activities, all information made

available to Service Provider hereunder (“**Customer Information**”) and will continue to have the right to communicate with such Customers even after the expiration or termination of this Agreement. You also agree that you will ensure that Service Provider has the proper rights from each Location(s) required to receive Customer Information and information regarding the implementation and use of the Services that interact with the Customer. To the extent you enroll a Customer as a user of the Platform (or enables a Customer to enroll) or provides Service Provider with Customer Information (including, without limitation, a cellular or mobile number or other personally identifiable information such as phone number, address and birthdate) or any person who provides such information to you, you represent and warrant that you have (a) informed each such person of Service Provider’s Privacy Policy (available at <https://www.salsita/privacy/>) and that such person may receive text messages or other communications from Service Provider (either directly or through a third party vendor), and (b) obtained all necessary consents and rights required (i) to share that information with Service Provider, and (ii) so that Service Provider may so communicate with each such person and otherwise use such data and/or information in any manner that complies with Service Provider’s Privacy Policy.

4.2 Other Data. Service Provider may collect data related to you, your Location(s), and other data including but not limited to the use and performance of the Services. The Parties acknowledge that Service Provider is free to collect and analyze such data and other information relating to the provision, use and performance of the Services for the purpose of improving the Services, provided that such data is used in an aggregate or other de-identified form, and such data will be owned by Service Provider. Service Provider will provide you with access to the Service Provider’s “**Merchant’s Dashboard**”, which means the display provided by Service Provider to you which tracks the Services, including the activities and customer loyalty points earned by customers at your Location(s) (as applicable). Service Provider will further provide you with reasonable access to its analytics dashboard, and if applicable as stated in the Order Document data relating to each Location(s), then in effect so that you can generate reports regarding usage and other mutually agreed analytics.

4.3 Compliance with Data Laws; Retention of Data. You (including all your Locations) will comply with applicable privacy and data security laws, rules, and regulations (“**Data Protection Laws**”) with regard to your use of any data collected, processed, or accessed by you via the Services (“**Service Provider Data**”), as well as any rules and regulations promulgated by Service Provider. You will: (1) only retain, use, or disclose Service Provider Data as necessary for your use of the Services and only in accordance with Service Provider’s instructions; and (2) not sell any Service Provider Data as the term “selling” is defined under Data Protection Laws.

4.4 Disclosure of Customer Information. You will promptly notify Service Provider, in any event within seventy-two (72) hours, and provide reasonable cooperation, if you receive a request from any Customer to exercise their rights under Data Protection Laws to correct, access, or delete their respective Customer Information, and the ability to opt-out of the use of, Service Provider Data processed by Service Provider and any of its affiliates.

4.5 Data Breach Notification. If You suspect or become aware of any unauthorized access to any Customer Data or Personal Data of Service Provider customers by any unauthorized person or third party, or becomes aware of any other security breach relating to such data, You shall immediately notify Service Provider in writing and shall fully cooperate with Service Provider at your expense to prevent or stop such Data Breach. In the event of such Data Breach, You shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach. You will defend, indemnify and hold Service Provider, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from breach by You of its obligations contained in this Section 4, except to the extent resulting from the acts or omissions of Service Provider.

5. Intellectual Property

5.1 Intellectual Property Rights. Intellectual Property Rights (“**IP Rights**”) means any and all rights related directly or indirectly to the Services, the Website, all content, the technology related to the Services and all logos including, but not limited to, copyrights, moral rights, database rights, trademarks, name rights, utility models and design rights, patents, and all other exclusive and non-exclusive rights worldwide as may now exist or come into existence, are granted or transferred in the future.

5.2 Ownership of IP Rights. We (or our licensors) are the exclusive owner of all IP Rights pertaining to the Services and nothing in this Agreement shall be construed as transfer or concession of the IP Rights to you. You may not copy, imitate or use the IP Rights without our prior written consent. Note that this does not affect your rights with regards to the Hardware, as set forth in Section 2.

5.3 Grant of IP Rights. We grant you a personal, limited, non-exclusive, revocable, non-transferable license (without the right to sublicense) to electronically access and use the Services for the purposes set forth in these Terms.

5.4 Restrictions on IP Rights. Without our prior written consent, you will not (i) transfer any rights granted to you under this Agreement to a third party; (ii) provide any third party with the opportunity to use the Services (for rent, lease or otherwise); (iii) access or monitor any content, material or information on any Service Provider system manually or by automated means such as robots, spiders, scrapers, etc.; (iv) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way content, material or information of Service Provider; (v) violate the restrictions in any robot exclusion headers on the Service, work around, bypass or circumvent any of the technical limitations of the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble or otherwise reverse engineer the Service, except to the extent that such restriction is expressly prohibited by law; or (vi) use the Services for purposes different from those specified under these Terms.

5.5 Your Content. You may generate and submit to us content (e.g., photographs of the products you sell, price sheets, menus, or other user generated content as part of a profile) as part of using the Services (“**User Content**”), including, where applicable, referencing you as a client of Service Provider, promoting our Services and sharing your User Content with third parties which enable us to provide you with the Services. You shall retain all rights in your User Content, subject to the rights you grant to us by accepting these Terms. For any User Content that you submit you acknowledge that you are the content owner or that you have permission from the copyright owner to upload the content and you grant us a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sublicensable right to use and reproduce the User Content in any promotional activity or public display related to the Services or Service Provider. You may delete User Content submitted by you through terminating your account. You shall not submit User Content to the Services that: (i) is false, misleading, unlawful, obscene, indecent, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (ii) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (iii) breaches any duty towards or rights of any person or entity, including rights of publicity or privacy; (iv) contains corrupted data or any other harmful, disruptive, or destructive files; (v) advertises products or services competitive with Service Provider’s or its partners’ products and services; (vi) impairs any person or entity from using or enjoying the Services; or (vii) which, in our sole discretion, may expose us to any disrepute, harm or liability. Although we have no obligation to screen, edit, or monitor any User Content, we reserve the right to edit or delete any User Content at any time without notifying you. You acknowledge that by using the Services, you may be exposed to offensive, indecent, or objectionable User Content. We do not assume any responsibility or liability for any loss or damage to any of your User Content.

6 Confidentiality

6.1 Definitions and Obligations. Service Provider and/or Customers may, from time to time, disclose to you (both orally and in writing) certain financial, personal and/or other information or data, including without limitation the terms of this Agreement, Hardware data, personally identifiable information, shopping habits, and magnetic-stripe data (“**Confidential Information**”). You agree: (a) without limiting any other provision of this Agreement, to protect all Confidential Information with the same degree of care (which in no event shall be less than reasonable care) as you use to protect your own Confidential Information of like kind; (b) not to use the Confidential Information for any purpose except to perform its obligations hereunder; and (c) not to disclose of the Confidential Information to any third party. Your confidentiality and security obligations under these Terms will survive termination or expiration of this Agreement indefinitely. You shall be responsible for any breach of its confidentiality obligations by any of your employees, contractors, and agents.

6.2 Exceptions. Service Provider agrees that the foregoing will not apply with respect to any Confidential Information that you can document (a) was in your possession or known by you prior to receipt from Service

Provider or a Customer without a breach of this Agreement, or (b) was rightfully disclosed to you without restriction by a third party. If you are required by law to make any disclosure of Confidential Information, you may do so to the extent of such requirement, provided that you first give written notice to Service Provider (if legally permitted) to allow Service Provider to contest such required disclosure, and you use your best efforts to preserve the confidentiality of the Confidential Information despite such disclosure.

6.3 Return and Destruction. Upon termination of this Agreement for any reason, or upon Service Provider's request at any time, you shall promptly return to Service Provider or, at Service Provider's option, destroy all of Service Provider's Confidential Information and destroy all information, records and materials developed therefrom.

6.4 Equitable Relief. Given the unique and proprietary nature of the Confidential Information, monetary damages may not be calculable or a sufficient remedy for any breach of this Section 6.4, and Service Provider may suffer great and irreparable injury as a consequence of such breach. Accordingly, in the event of such a breach or threatened breach, Service Provider shall be entitled to seek equitable relief (including, but not limited to, injunction and specific performance) in order to remedy such breach or threatened breach. Such remedies shall not be deemed to be exclusive remedies for a breach by you but shall be in addition to any and all other remedies provided hereunder or available at law or equity to Service Provider.

6.5 Confidential Information Security. You agree to at all times maintain and enforce an information security program including safety and physical and technical security policies and procedures (including applicable laws and regulations) with respect to its receipt of Hardware data, Service Provider Confidential Information and any Customer Information (collectively the Hardware data, Service Provider Confidential Information and the Customer Information shall be the "**Information**") that are designed to provide technical and organizational safeguards against accidental, unlawful, or unauthorized access to or use, destruction, loss, alteration, disclosure, or transfer of such Information that ensure a level of security appropriate to the risks presented by the use of the Information and the nature of such Information, consistent with industry practice and standards. You will also take all reasonable measures to secure and defend all Location(s), Hardware, systems, and other materials and facilities employed in connection with your business operations against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise unlawfully process the Information. You will immediately report to Service Provider any breach of security or unauthorized access to the Information that you detect or become aware of ("**Security Incident**"). You will use your best efforts to immediately remedy a breach of security or unauthorized access in a timely manner and an assessment and future incident mitigation plan with regard to such Security Incident. Without limiting the generality of the foregoing, you and Service Provider will work together to formulate a plan to rectify all Security Incidents.

7. Notices and communication

7.1 Electronic Consent to Notices. We may need to reach you from time to time regarding your use of the Services. Under this consent, you agree that we can provide written notice ("**Notice**") and other information electronically (an "**Electronic Notice**") including (1) information related to the Services; (2) payment and transaction information, including invoices, receipts, statements, payment history, and confirmations; (3) information related to this Agreement; and/or (4) federal and tax statements and documents. We may also use electronic signatures and obtain them from you.

To receive an Electronic Notice, you will need the following:

- A computer or mobile device with Internet or mobile connectivity.
- Desktop computers with website-based Internet accessibility require a recent web browser that includes 256-bit encryption, with cookies enabled. The minimum recommended browser standards are the most recent versions of Apple Safari (<http://www.apple.com/safari>), Google Chrome (<http://www.google.com/chrome>), or Mozilla Firefox (<http://www.mozilla.com>).
- Mobile devices must support text messaging, downloading, and Internet access with the most recent version of Apple Safari or Google Chrome on iOS or Google Chrome for Android OS.
- Access to the email address specified in your Order Document. If you use a SPAM filter that reroutes or blocks emails from senders not listed in your address book, you must ensure you add [any email addresses that people have specified in this doc] to your address book.
- Sufficient storage space to save the Electronic Notice and print it.

7.2 Paper Delivery of Notice. You have the right to receive Electronic Notices in paper form. To request a paper copy of any Electronic Notice at no charge, please write to FoxPay, LLC dba Salsita, 4301 Oak Circle Suite 7, Boca Raton FL 33431, Attn: Disclosures (the “Disclosure Address”), specifying in detail the Electronic Notice(s) you wish to receive in paper copy. Please note, a request for a paper copy of an Electronic Notice will not be considered a withdrawal of consent to receive Notice electronically.

7.3 Withdrawal of Consent to Electronic Notice. You may withdraw your consent to receive Electronic Notices at any time by writing to the Disclosure Address; however, a withdrawal of your consent to receive Electronic Notices may result in the suspension and/or termination of your access to Services. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request, and Service Provider will confirm your withdrawal of consent and its effective date in writing (either electronically or in paper form).

7.4 Delivery of Notice. Any electronic communication will be considered received by you within twenty-four (24) hours of transmission, so please make it a habit to check your email regularly. Please also be sure to keep the email address and other contact information provided to Service Provider on the Order Document accurate and up-to-date, as we will not be responsible if a communication does not reach you because you failed to do so. In the event you need to change your contact information, please contact us by email at support@salsita.com. We also reserve the right to contact you by mail or by telephone, as necessary. Any communication or notice sent by mail will be deemed received by you five (5) days from the date of mailing.

7.5 Notices other than Electronic Notices. Unless specified otherwise (in which case, the more specific requirements shall control), all other notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. Unless otherwise specified in the Terms, Order Document, or in a Notice or communication to you from Service Provider, Electronic Notices to Service Provider must be sent to support@salsita.com. Paper notices to Service Provider must be sent to FoxPay, LLC, dba Salsita 4301 Oak Circle Suite 7, Boca Raton FL 33431, Attn: Customer Support.

7.6 Marketing Communications. YOU CONSENT TO US SENDING MESSAGES TO YOUR EMAIL OR MOBILE DEVICES ABOUT YOUR ACCOUNT AND/OR OUR SERVICES, WHICH MAY INCLUDE MARKETING COMMUNICATIONS. You understand and agree that you may receive communications generated by automatic telephone dialing systems and which may deliver pre-recorded messages sent by or on behalf of Service Provider or its affiliated companies. Message and data rates may apply to such communications, which you are responsible for paying. All communications you receive from us will have an option to opt-out of marketing communications, and you may opt-out at any time. You may also opt out of receiving text messages from Service Provider by replying “STOP” from the mobile device receiving the messages.

8. Service Maintenance

It may be necessary for Service Provider, or any of its affiliates, to perform scheduled and/or unscheduled repairs or maintenance, or remotely access the Services for maintenance or security reasons. Please note that any such action pursuant to this Section may potentially alter the quality of the Services, and could potentially lead to a partial or complete inaccessibility to the Services.

Further, Service Provider may, at any time and in its sole discretion, add to, remove, change or discontinue the Services, or any portion thereof, which may require your cooperation including, but not limited to, installing updates, patches, or migration to a different platform to host the Services. Any change may be made for many reasons including, but not limited to: (i) to comply with applicable law or regulation, (ii) for security reasons, (iii) for to changes caused by, or in order to comply with, a third party vendor whose services are critical for Service Provider’s delivery of the Services.

Service Provider will use reasonable efforts to give you advance notice of any action(s) taken pursuant to this Section, and will endeavor to do so in a manner that causes the least disruption to your business, if possible. You agree that you will cooperate with Service Provider to the extent necessary for this Section.

9. Restrictions and Prohibited Businesses

9.1 Restrictions. You agree that you will not, and will ensure that each Location(s) (as applicable) will not, (a) sell, lease, license, sublicense, distribute, rent, transfer, assign, time share, or otherwise commercially exploit or provide the Services to any third party, (b) use the Services other than as contemplated by this Agreement, (c) create internet “links” to or from an dashboard delivered by Service Provider as part of the Services, or “frame” or “mirror” the such dashboard, (d) reverse assemble, reverse compile, reverse engineer, decompile or otherwise attempt to discover the object code, source code, SDKs, non-public APIs or underlying ideas or algorithms of the Services, except as and only to the extent this restriction is prohibited by law, (e) remove or obscure any copyright, trademark or other proprietary notices, legends or Service Provider’s chosen branding contained in the Services, (f) use the Services in any way that violates any applicable federal, state, local or international law or regulation, (g) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, (h) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services are hosted, or any server, computer or database connected to the Services, and (i) use the Services to send or store materials that is obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights. Service Provider shall, in its sole discretion, determine whether content is considered obscene, threatening, or otherwise a breach of Service Provider’s conditions. Service Provider may, in its sole discretion, immediately suspend and/or terminate your (or your applicable Location’s) access to the Services if you violate the terms of this Section.

9.2 Restricted Businesses and Services. You may not use the Services for any purposes that:

- are not provided by you or are provided by any third party other than you without Service Provider’s prior written acceptance of any third party;
- are not provided in the ordinary course of your business as identified to us;
- constitute accepting repayment of a credit previously granted or of a cash payment previously made by to you;
- are prohibited or illegal under any applicable law or regulation or that pertain to activity that is prohibited or illegal under any applicable law or regulation;
- suggest illegal activity, including money laundering, terrorism financing, violations sanctions laws and regulations, or fraud;
- are deceptive, unfair, or predatory; or
- infringe on the intellectual property rights of others, including counterfeit goods or any product or service that infringes on the copyright, trademark or trade secrets of any third party.

You acknowledge that the above list is not exhaustive. In the event you change your business, including the type(s) goods and/or services related to your business, you will immediately notify Service Provider, and in any event, within thirty (30) days. You understand and acknowledge that if you engage in a restricted business or service, Service Provider reserves the right to immediately suspend and/or terminate this Agreement, and your access to the Services. We shall at our sole discretion decide whether your use of the Services violates this provision.

10. No Warranty

THE SERVICES ARE PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

SERVICE PROVIDER DOES NOT WARRANT, REPRESENT OR GUARANTEE IN ANY WAY THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS

OR ERRORS IN THE SERVICES WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FIT FOR ANY PARTICULAR PURPOSE.

Service Provider does not warrant, endorse, guarantee, or assume responsibility or liability for any product or service advertised or offered by a third party. Service Provider does not have control of, make any representations regarding, or bear any liability for, goods or services that are obtained from or offered to third parties in connection with the use of the Services or Hardware.

11. Limitations on Liability

11.1 YOU AGREE THAT NEITHER SERVICE PROVIDER NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, AFFILIATES OR AGENTS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THESE TERMS OR THE SERVICES (HOWEVER ARISING), INCLUDING ANY PROGRAMS ASSOCIATED WITH THE SERVICES AS APPLICABLE (INCLUDING ANY CASH DISCOUNTING PROGRAM), INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS, INJURY TO BUSINESS REPUTATION, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER YOU WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 YOU AGREE THAT ANY LIABILITY OF SERVICE PROVIDER TO YOU IN CONNECTION WITH THE AGREEMENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES COLLECTED FROM YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

11.3 Nothing in the Agreement shall exclude our liability for any statutory liability that cannot be excluded or amended by agreement between the Parties.

11.4 Service Provider does not warrant and will not be liable for actions or omissions of any third party involved in the Services or for third parties advertising on the Website.

11.5 You agree that Service Provider will not be liable for any defects for third-party hardware or software, or other third-party products, that we may sell or include with the Services or Hardware. Except as specifically stated in the Agreement, the manufacturer of such third-party products is solely responsible for their service and support.

12. Indemnification

You will indemnify, defend and hold us and our employees, directors, agents, affiliates and representatives and our processors harmless from and against any and all claims, costs (including without limitation reasonable attorneys' fees), losses and damages arising out of any claim, action, audit, investigation or other proceeding resulting from (i) your breach of any applicable law, rule or regulation or of any of the provisions of these Terms, the Order Document, applicable laws and regulations or of any other additional terms and conditions applicable to your relationship with Service Provider; (ii) your wrongful or improper use of the Services; (iii) any claims brought as a result of any incentive or discount programs, including any programs relating to cash discounting (as applicable); (iv) any information submitted by you through the Services; (v) your violation of any third-party right, including any right of privacy, publicity rights or intellectual property rights; or (vi) any other party's access and/or use of the Services that are intended for you.

13. Disputes and Governing Law

13.1 Consent to Arbitration. Any claim, controversy, or dispute between you and Service Provider relating to these Terms or the Services, to the extent such claim, controversy, or dispute cannot be amicably resolved by the parties, will be decided by binding individual arbitration before a single arbitrator, with the power to award the same individual damages and individual relief that a court could. The proceeding will be administered by the American

Arbitration Association in accordance with the applicable arbitration rules for the forum and will take place in the county in which you reside, unless another agreement is mutually agreed upon.

13.2 YOU AND SERVICE PROVIDER MAY BRING CLAIMS AGAINST EACH OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SERVICE PROVIDER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER OF SERVICE PROVIDER'S MERCHANTS.

13.3 Jurisdiction, Venue, Choice of Law. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings relating to the Agreement will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts of Palm Beach county, Florida, or federal court for the District of Florida. The Agreement will be governed by and interpreted in accordance with Florida law, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

14. Amendments

14.1 We have the right to amend these Terms at any time and to change, delete, discontinue or impose conditions on any aspect of the Services.

14.2 We will notify you of any change(s) to these Terms by posting the revised Terms on our Website and by communicating the change(s) to you through the Services.

14.3 Any revised version of these Terms will be effective as of the time it is posted, but it will not apply retroactively. Your continued use of the Services after the posting of a revised version of these Terms constitutes your acceptance of the revised version. If you do not consent to any change to these Terms, you must notify us at support@salsita.com and immediately discontinue using the Services.

14.4 The latest version of these Terms is accessible on our Website.

15. Miscellaneous

15.1 Assignment. You may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without Service Provider's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve you from any obligations hereunder. Service Provider may assign this Agreement and any of its rights under this Agreement and delegate any of its duties under this Agreement without consent.

15.2 Entire Agreement. These Terms (which include any applicable Additional Terms below), along with the Order Document, and references to the Website, constitutes the entire understanding of the Parties with respect to the transactions and matters contemplated hereby, and supersedes all previous communications, understanding and agreements (whether oral or written). Any amendment or addendum must be in writing, signed by both Parties.

15.3 Electronic Signatures. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party and which complies with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Uniform Electronic Transactions Act (UETA).

15.4 Waiver. No waiver by any Party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, no

failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.5 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.6 Severability. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.7 Export Provisions. This Agreement is made expressly subject to any export laws, regulations, orders or other restrictions imposed by the United States Government or by any other governmental entity on the Services or any related information. Notwithstanding any other provision to the contrary, you shall not import, export or re-export, directly or indirectly, any Services or related information to any country to which such import, export or re-export is restricted or prohibited, or as to which any such government or any agency thereof requires an export license or other governmental approval at the time of such import, export or re-export without first obtaining such license or governmental approval.

15.8 Survival. Provisions of this Agreement which either expressly state survive, or by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Limitation on Liability, Warranties, Indemnification, Data, Compliance with Laws, Confidentiality, Governing Law, and this Survival clause.

PART II. ADDITIONAL TERMS

16. Loyalty Program

16.1 Loyalty Platform. Service Provider will allow you to access and use Service Provider's customer engagement and, if part of your package, payment processing platform (the "Platform"). Depending on the features outlined in your Order Document, the Platform consists of up to four (4) components: (a) the Merchant's Dashboard, (b) certain Hardware tailored to you, based upon your Order Document, (c) software that is either pre-loaded on the Hardware or that you will download onto your Hardware that interacts with the Merchant's Dashboard, and/or (d) a messaging system that sends both automated and discretionary messages to Customers on your behalf. The Platform will provide a rewards program for your business based on a points system, with your customers earning points for various activities. Service Provider will track the points and you can use the points to promote and expand your business. Points shall have no monetary value and may expire at Service Provider's discretion. The Platform is part of Service Provider's IP Rights and is licensed to you as part of the Services, and Service Provider reserves all rights not otherwise expressly granted herein relating to the Platform.

16.2 Your Marks and Cooperation. You grant to Service Provider a non-exclusive, worldwide license and right to display, reproduce and use your trademarks and logos (collectively, "Merchant Marks") and business description solely in connection with the operation of the Services. As part of the Loyalty Platform, each of your Locations will create rewards programs that you will offer to your actual and potential customers through use of the Loyalty Platform ("Merchant Rewards Program"). You represent, warrant and covenant, on your own behalf and, if applicable, on behalf of any Location(s), that you will honor or provide an equivalent reward, even after any expiration or termination of this Agreement. You further represent, warrant and covenant that you, and on behalf of any of your Location(s), will implement the Merchant Rewards Program consistent with Service Provider's directions and comply with all applicable laws and regulations. After termination of this Agreement, Service Provider will provide you, upon your written request, with any relevant information in Service Provider's possession regarding the then-current status of the Customers in relation to the Merchant Rewards Programs, provided that the information to be provided to you shall be limited to you and any Location(s) on whose behalf you have represented and participated.

16.3 Exclusivity. You agree that during the Subscription, Service Provider shall be your sole and exclusive vendor for the Services, including without limitation the loyalty rewards programs, for you (and your Location(s)). Should you open additional location(s), you agree to require any future Locations to either be added to this Agreement through an addendum, or enter into a separate agreement with Service Provider, within thirty (30) days of the new location opening. You will provide all reasonable assistance to Service Provider to effectuate the foregoing.

BY USING SERVICE PROVIDER'S SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND BY THE TERMS SET FORTH IN YOUR AGREEMENT.