

**iMerchantConnect REGISTRATION FORM**

**FAX +49 69 2603 929**

Business Legal Name: ("Merchant")	Please provide your MID (Merchant ID):
List of additional MIDs to which access is required:	
Full name of the employee to be provided access to iMerchantConnect:  <b>Please complete a separate form for each user.</b>	Preferred Username (if any):
E-mail address and telephone number of the registering iMerchantConnect User:	
Full name of the employee making the request (if the request is being made on behalf of another employee):	
<p><b>I hereby confirm, as a duly authorised representative acting on behalf of the Merchant that (i) the information provided in this Registration Form is true and complete and properly reflects the intentions of the Merchant; (ii) I am duly authorised to bind the Merchant to the iMerchantConnect Terms of Service and that by signing this Registration Form, I am indicating the Merchant's agreement to be bound by those Terms of Service; (iii) I acknowledge that access to the iMerchantConnect website is subject to the iMerchantConnect Terms of Service (as shown on the website and a copy of which is attached to this Registration Form.</b></p>	
Company Stamp:	Authorised Signature:
	Printed Name:
Date:	Title

## Product Terms of Service

### 1. ACKNOWLEDGMENT AND ACCEPTANCE OF THE IMERCHANTCONNECT TERMS OF SERVICE

The iMerchantConnect reporting system (the "Reporting System"), owned and operated by Elavon Financial Services Limited ("Elavon"), is provided to the user (the "Merchant") under the terms and conditions of these IMERCHANTCONNECT Terms of Service (the "Terms"), which incorporate by reference any agreement between Elavon and Merchant (e.g. Merchant Agreement and the rules and policies referenced therein). In the event of any inconsistency between the provisions in these Terms and any such agreement, the provisions of these Terms shall govern and be binding. BY LOGGING ON TO THE REPORTING SYSTEM AND CLICKING THE "I ACCEPT" BUTTON, YOU ARE INDICATING MERCHANT'S AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE TERMS AND THAT YOU HAVE THE AUTHORITY TO AGREE SO ON BEHALF OF MERCHANT.

In consideration for access to the Reporting System, Merchant agrees to: (1) provide certain current, complete, and accurate information about Merchant as prompted to do so by the Reporting System; (2) maintain and update this information as required to keep it current, complete and accurate; and (3) pay all applicable fees. All information requested on original iMerchantConnect Registration Form shall be referred to as registration data ("Registration Data"). Furthermore, Merchant grants Elavon the right to disclose to third parties certain Registration Data about Merchant in the aggregate; however, such disclosures will exclude Merchant's name, mailing address, e-mail address, account and telephone number, unless: (1) Merchant expressly directs Elavon, or any other person Merchant may specifically designate to disclose such information; or (2) Elavon is required to disclose such information by any applicable law or legal process served on Elavon.

If any information provided by Merchant is inaccurate, Elavon retains the right to terminate Merchant's rights to use the Reporting System without notice.

### 2. DESCRIPTION OF THE REPORTING SYSTEM

Elavon is providing Merchant with a capability to send and receive electronic data ("Data") via the World Wide Web and on Elavon's own system. Merchant must: (1) provide all equipment, including a computer and modem compatible with the Reporting System, necessary to establish a connection to the World Wide Web; and (2) provide for its own access to the World Wide Web and pay any telephone service fees associated with such access to the Reporting System.

### 3. MODIFICATIONS TO TERMS OF THE REPORTING SYSTEM

Elavon shall have the right at any time to change or modify the Terms applicable to Merchant's use of the Reporting System, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on [imerchantconnect.eu](http://imerchantconnect.eu) and/or the Reporting System, or by electronic or conventional mail, or by any other means by which Merchant obtains notice thereof. Any use of the Reporting System by Merchant after such notice shall be deemed to constitute acceptance by Merchant of such changes, modifications or additions.

### 4. MODIFICATIONS TO THE REPORTING SYSTEM

Elavon reserves the right to modify or discontinue the Reporting System with or without notice to Merchant.

Elavon shall not be liable to Merchant or any third party should Elavon exercise its right to modify or discontinue the Reporting System.

### 5. MERCHANT ACCOUNT, PASSWORD, AND SECURITY

When Elavon authorises Merchant to use the Reporting System, you shall receive a user identification and a password. You are entirely responsible if you do not maintain the confidentiality of your user identification and the password. Furthermore, you are entirely responsible for any and all activities that occur under your account.

Merchant agrees to immediately notify Elavon of any unauthorised use of Merchant's account or any other breach of security known to Merchant.

### 6. EXTERNAL LINKS

The Reporting System may contain links to other Websites. Elavon is not responsible for the availability of these external Websites and inclusion of any link does not imply endorsement by Elavon of the Website. Under no circumstances shall Elavon be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in connection with the use of or reliance on any content, goods and/or services available on any such external Website. Any concerns regarding any external link should be directed to the respective Website, rather than to Elavon.

### 7. DISCLAIMER OF WARRANTIES

MERCHANT EXPRESSLY AGREES THAT USE OF THE REPORTING SYSTEM IS AT MERCHANT'S SOLE RISK. THE REPORTING SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ELAVON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ELAVON MAKES NO WARRANTY THAT THE REPORTING SYSTEM WILL MEET YOUR REQUIREMENTS, OR THAT THE REPORTING SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES ELAVON MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE REPORTING SYSTEM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE REPORTING SYSTEM OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

MERCHANT UNDERSTANDS AND AGREES THAT ANY INFORMATION OBTAINED THROUGH THE USE OF THE REPORTING SYSTEM IS DONE AT MERCHANT'S OWN DISCRETION AND RISK AND THAT MERCHANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO MERCHANT'S COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM ACCESS TO THE REPORTING SYSTEM.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY MERCHANT FROM ELAVON REGARDING THE REPORTING SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 8. LIMITATION OF LIABILITY

ELAVON SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE REPORTING SYSTEM OR RESULTING FROM UNAUTHORISED ACCESS TO OR ALTERATION OF MERCHANT'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF ELAVON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 9. NO RESALE OR COMMERCIAL USE OF THE REPORTING SYSTEM

Merchant's right to use the Reporting System is exclusive to Merchant. Merchant may only be a corporation or other business entity, including a sole proprietorship. Merchant agrees not to resell or make any commercial use of the Reporting System.

## 10. OTHER LIMITATIONS

Merchant agrees: (1) not to use the Reporting System for illegal purposes; (2) not to interfere or disrupt networks connected to the Reporting System; (3) to comply with all regulations, policies and procedures of networks connected to the Reporting System; (4) not to attempt to gain unauthorised access to other computer systems; and (5) not to interfere with any other authorised Merchant's use and enjoyment of the Reporting System.

## 11. INDEMNIFICATION

Merchant is solely responsible for all consequences arising from use of the Reporting System by Merchant, or permitted use by Merchant's parent, subsidiaries, affiliates, officers, employees or agents. Merchant agrees to indemnify and hold Elavon, its parent, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of any use of the Reporting System in violation of these Terms or infringement of any intellectual property or other right of any person or entity by Merchant or its parent, subsidiaries, affiliates, officers, employees, agents, or other user of the Reporting System using Merchant's computer.

## 12. TERMINATION

Either Merchant or Elavon may terminate Merchant's access to the Reporting System with or without cause at any time and effective immediately. Termination shall be accompanied by a written notice to the other party. Elavon shall not be liable to Merchant or any third party for as a result of termination of the Reporting System.

Should Merchant object to any terms and conditions of the Terms or any subsequent modifications thereto or become dissatisfied with the Reporting System in any way, Merchant's only recourse is immediately: (1) to discontinue use of the

Reporting System; (2) to terminate the Reporting System relationship; and (3) to notify Elavon of termination.

Upon termination of Merchant's access to the Reporting System, Merchant's right to use the Reporting System immediately ceases. Merchant shall have no rights and Elavon will have no obligations thereafter.

## 13. NOTICE

All notices to Elavon by Merchant shall be in writing and shall be made either via express or conventional mail to the following address:

Elavon Financial Services Limited, PO Box 56, IDA Business Park, Arklow, Co. Wicklow, Ireland.

Elavon may broadcast notices or messages through the Reporting System to inform Merchant of changes to the Terms, the Reporting System, or other matters of importance; such broadcasts shall constitute notice to Merchant. At the sole discretion of Elavon, Elavon may elect to provide any notice, message or information concerning the Reporting System to Merchant in writing via express or conventional mail.

## 14. PROPRIETARY RIGHTS TO CONTENT

Merchant acknowledges that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in information presented to Merchant by the Reporting System ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Therefore, Merchant is only permitted to use this Content as expressly authorised by the Terms. Merchant may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorised to do so by the Reporting System or Elavon. Elavon may distribute content supplied by third parties on the Reporting System. Any opinions, advice, statement, services, offers, or other information or content expressed or made available by third parties, including information providers or any other users of the Reporting System, are those of the respective author(s) or distributor(s) and not of Elavon.

## 15. LAWS

Place of venue for any disputes in connection with this agreement is the seat of Elavon in the various European jurisdictions where Elavon does business. These Terms are governed by the laws of the various European jurisdictions and disputes are to be notified to the various branches of Elavon or to Elavon's registered office in Ireland.

If any provision(s) of the Terms is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Elavon's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Elavon in writing.

Merchant and Elavon agree that any cause of action arising out of or related to this Elavon's network must commence within one (1) year after the cause of action arose. Otherwise, such cause of action is permanently barred.

The section titles in the Terms are solely used for the convenience of the parties and have no legal or contractual significance.