

Wise Payment Systems, Inc.
Rules and Guidelines Regarding Access to and Use of JoinWPS.com

1. Sales Entity Primary Login ID. Each sales entity (whether an ISG, ISO, ISR, Agent Bank or Association, as applicable) shall be issued one primary login ID with access to www.joinwps.com, including without limitation access to such sale entity's residuals information and with the ability to generate service requests with respect to such sales entity. Such primary login ID will be issued to the sales entity signer or other authorized user as directed in writing by the sales entity, as reflected in the files of Wise Payment Systems, Inc. ("WPS"). The sales entity signing below acknowledges that it should protect and keep confidential the primary login ID and the associated password, and that such sales entity shall be fully responsible if it gives such information to any other individuals, whether within or outside of such sales entity's sales office.
2. Support Login ID's. Each sales entity may also be issued additional support login ID's, at WPS's discretion, for use only by employees or sales representatives of such sales entity. Such support login ID's shall provide access for the applicable users to all data and resources available through www.joinwps.com, except those specifically reserved for the primary login ID, described in paragraph 1 above. The data and resources available to the support login ID's include, without limitation, access to data related to all merchants submitted by such sales entity and the ability to create service requests with respect to such merchants.
3. Use of Support Login ID. Each such support login ID shall be assigned to a specific person, and sales entity must provide the name of the person who will use the support ID when requesting such support ID. Only the person named by the sales entity shall be allowed to use such support ID, and each person shall be issued only one support ID at any one time. No user of a support login ID shall disclose such user's login ID and/or password or allow any other person to use such login ID.
4. Delivery of ID's; Passwords. All login ID's requested by sales entity shall be delivered to the secure website provided to WPS by sales entity. If no secure website is provided, all requested login ID's shall be delivered to the sales entity's general website. Passwords for all login ID's shall expire and must be re-set by the user every thirty (30) days.
5. Termination of ID's. If any individual who has been issued, disclosed or used a primary login ID or a support login ID leaves the employ of sales entity or is otherwise disassociated with the sales entity, such individual shall immediately cease use of such login ID and shall destroy all references to such login ID and associated password, if any, in their possession. If any individual who has been issued, disclosed or used a primary login ID or a support login ID leaves the employ of sales entity, is otherwise disassociated with sales entity, or uses or is

suspected by sales entity of using information available through www.joinwps.com, for any reason not specifically outlined herein, the sales entity shall immediately notify WPS and shall request that such login ID be closed and, if necessary a new login re-issued, or the password reset for such login ID.

6. Confidential Information; Use of ID's. The www.joinwps.com, system and all data and other information contained therein is strictly confidential and proprietary information. Such system and information shall be used only for the purpose of accomplishing the obligations set forth in the sales entity agreement between such sales entity and WPS and any agreements between sales entity and WPS or an affiliate or vendor of WPS for ancillary services related to the solicitation and provision to merchants of electronic transactions processing services (collectively with the primary sales entity agreement, the "Sales Entity Agreements"). All data and other information provided on or through www.joinwps.com, shall be considered "Confidential Information" within the meaning set forth in each of the Sales Entity Agreements, as applicable.
7. Compliance with Laws; Code of Ethics. Sales entity and all persons to whom login ID's are issued with respect to sales entity shall use and disclose such login ID's and all data and other information available through such login ID's in accordance with all applicable local, state and federal laws, rules and regulations of any kind, including without limitation all privacy laws, and with the WPS Code of Ethics.
8. Incorporation of Terms; Privacy Policy. Sales entity acknowledges receipt of the Terms & Conditions of Use of www.joinwps.com, and the Privacy Policy, both of which also appear in electronic format on the login screen of www.joinwps.com. The Terms & Conditions of Use and the Privacy Policy are hereby incorporated herein by reference, and sales entity agrees to abide by all terms, conditions and provisions contained therein.
9. Indemnity. Sales entity shall be responsible for all use of the www.joinwps.com system, and the use and/or disclosure of any data or information provided therein, by any user of a primary login ID or support login ID issued to such sales entity. Sales entity further hereby indemnifies, releases and holds harmless WPS for any and all claims and liabilities of any kind related to such use and/or disclosure with respect to such sales entity's login ID's.

By signing below and/or by accessing www.joinwps.com, whether with the primary login ID or any support login ID, the sales entity hereby agrees and acknowledges that: (i) all references to “sales entity” herein shall refer to the sales entity who has executed this document below or who has accessed www.joinwps.com; (ii) sales entity has read all of the rules and guidelines set forth herein and understands and agrees to abide by such rules and guidelines; (iii) any breach of the rules set forth herein by sales entity or anyone using a login ID issued to sales entity shall be deemed to be a breach of the Sales Entity Agreements to which sales entity is a party or under which sales entity operates; (iv) all login ID’s issued to sales entity at any time are governed by the rules, guidelines and agreements set forth herein, as the same may be amended from time to time; and (v) WPS is relying on sales entity’s compliance with the rules, guidelines and agreements set forth herein and would not issue any login ID’s without sales entity’s agreement to abide by same.