

When you connect Bloomerang Payments, you are choosing to process transactions through Bloomerang and agree to the following terms which hereby amend the agreement between us with respect to your use of Bloomerang Payments.

BLOOMERANG PAYMENTS

Terms and Conditions

Bloomerang Payments allows organizations and their supporters to use various forms of payments on Bloomerang.co and other services provided by Bloomerang. These Terms and Conditions explain your rights and obligations when using Bloomerang Payments.

1. Accepting These Terms

This document (the Bloomerang Payments “Terms and Conditions”) sets out your rights and responsibilities when you use Bloomerang Payments (“Bloomerang Payments” or the “Service”), so please read it carefully. By using Bloomerang Payments, you’re agreeing to these Terms and Conditions.

The Terms and Conditions are a legally binding contract between you and Bloomerang (“we,” “our,” or “us”).

The Bloomerang Payments Terms and Conditions are also a part of your existing Subscription Agreement with Bloomerang which is located online at <https://bloomerang.co/tac/> or otherwise agreed in writing between us.

2. Overview

Bloomerang Payments allows organizations to (a) accept payment by authorized credit and debit card transactions, supported bank transfer services, and digital wallet services such as Apple Pay and Google Pay, (b) have those funds credited to an organization’s payment account with Bloomerang, and (c) have those funds deposited into an organization’s designated bank account (“Bank Account”).

Bloomerang Payments is only available to organizations that register and are approved for a payment account with Bloomerang. Bloomerang reserves the right to refuse access to use Bloomerang Payments at its sole discretion.

Organizations may only use Bloomerang Payments for online donations, sponsorships, registrations, or the sale of items sold by your organization. Organizations agree to make accurate representations about the use of donations in any solicitation and agree to ship sold items once a payment transaction is complete and reflected in their payment account. Bloomerang reserves the right to terminate an organization’s access to Bloomerang Payments if an organization uses Bloomerang Payments in any other manner.

3. Our Software

Bloomerang and our third-party processors provide the payment software to enable you to use the Service. We reserve the right to require you to install or update any and all software updates to continue using the Service. The foregoing offering is separate and distinct from the other services that are provided by Bloomerang under your Subscription Agreement.

Our Service also includes software to help you manage recurring and subscription billing charges for your products, services, or donations. For all transactions, it is your responsibility to obtain your supporters' consent to be billed on a recurring basis in compliance with applicable legal and network requirements including, without limitation, Visa Europe Ltd, Visa U.S.A., Inc., Visa Canada Inc., Visa International, MasterCard International Incorporated, Discover, American Express, or other applicable card network (collectively, the "Payment Networks") payment rules ("Payment Rules"), as well as National Automated Clearing House Association operating rules ("Operating Rules") for automated clearing house ("ACH") transactions.

4. Third-Party Services

Bloomerang has engaged third-party service providers to perform many of the services related to payment processing, including card processing, currency exchange, identity verification, fraud analysis, and regulatory compliance.

Bloomerang currently partners with Stripe and may partner with other licensed payment processors to facilitate card payments and ACH payments and the disbursement of funds to you. The provider and processing time for your payment will vary based on the country in which you're located. If there are insufficient funds in your Bank Account when our provider processes the payment for your transaction, Bloomerang reserves the right to contact you directly and to seek payment.

Bloomerang may share your personal or transactional information with third-party service providers when it's necessary to process payments.

By using a third-party service, you may also be subject to an agreement with the third party. For example, we offer integrations with Apple Pay and Google Pay, which you can choose to enable on our platform. If you do, you will be presented with the applicable third-party terms of service, and by continuing, you acknowledge that such third-party terms of service become a binding agreement between you and the applicable third party.

If Bloomerang receives notice that your use of the Service violates a third party's service agreement, we may at our sole discretion take action against your account to comply with their policies. Such actions may include canceling a transaction, disabling listings from your organization, suspending your transaction privileges, or removing certain payment methods.

5. Bloomerang's Rights and Responsibilities

- a) **Laws & Operating Rules.** All transactions are made in accordance with Bloomerang Payments Terms and Conditions, Payment Network Payment Rules, Operating Rules, Payment Card Industry Data Security Standards, and all applicable local, state, and federal laws, rules, and regulations ("Applicable Laws").
- b) **Access & Functionality.** Bloomerang Payments functionality may be made available, modified, or discontinued by us at any time without notice and is subject to the limitations in your Subscription Agreement. Bloomerang may refuse or restrict the service of Bloomerang Payments at its sole discretion.
- c) **Transaction Processing.**
 - o **Limits.** As a security measure, we may impose transaction limits on a customer's payment processing. For example, we may impose limits relating to the value of any transaction, deposit, or adjustment, or limits relating to the cumulative value of all transactions, deposits, or adjustments during a period of time. We may also impose limits related to the number of transactions per day or other periods of time. We will not be liable to an organization: (a) if we

do not proceed with a transaction, deposit, or adjustment that would exceed any limit established by us, or (b) if we permit a supporter to withdraw from a transaction.

- o **Declines.** Bloomerang reserves the right to decline transactions that we believe to be high risk, fraudulent, or in violation of Bloomerang's Subscription Agreement.

d) **Reserves.**

- o **Establishment of Reserve Account.** Bloomerang may withhold funds by temporarily suspending or delaying payouts of proceeds to you and/or designating an amount of funds that you must maintain in your Bank Account or in a separate reserve account ("Reserve") to secure the performance of your obligations under any agreement. We may require a Reserve for any reason related to your use of the Bloomerang Payments. The Reserve will be in an amount as reasonably determined by Bloomerang, to cover potential losses by Bloomerang. The Reserve may be raised, reduced, or removed at any time by Bloomerang, in its sole discretion, based on your payment history and a credit review. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your Bloomerang Payments account, including any funds (a) deposited by you, (B) due to you, or (c) available in your Bank Account, or other payment account registered with us. You authorize us to make any withdrawals on debits from the Reserve or your Bank Account, without prior notice to you, to collect amounts that you owe us.

- o **Additional Reserve.** Upon termination of these Terms and Conditions or the overarching Subscription Agreement, Bloomerang may require an additional reserve to cover possible funds owed to Bloomerang for Transactions initiated prior to termination. This Reserve Account may be maintained until we determine that the release of the funds to the organization is prudent and commercially reasonable and that the Bloomerang Payments customer's account with Bloomerang is fully resolved. Upon expiration of this period, any balance remaining in the Reserve Account will be paid to the organization.

- e) **Set-Off Rights.** To the extent permitted by law, we may set off against the proceeds for any obligation you owe Bloomerang under any agreement with Bloomerang (e.g. chargebacks or refunds). If you owe us an amount that exceeds your cumulative incoming funds, we may debit your Bank Account. Your failure to fully pay the amounts that you owe us on demand will be a breach of these Terms and Conditions. You are liable for any of our costs associated with the collection, including attorneys' fees, expenses, and collection agency fees, in addition to any amounts owed and interest at the maximum chargeable rate on those late amounts.

6. Audit Right

If Bloomerang believes that a security breach or compromise of data has occurred, Bloomerang may require you, at your own expense, to have a third-party auditor approved by Bloomerang conduct a security audit of your systems and facilities and issue a report to be provided to Bloomerang, financial banks, and the Payment Networks.

7. Organization Rights and Responsibilities

- a) **Legal, Regulatory & Compliance Obligations.** All transactions are made in accordance with Bloomerang Payments Terms and Conditions, Payment Network Payment Rules, Operating Rules, Payment Card Industry Data Security Standards, and all applicable local, state, and federal laws, rules, and regulations ("Applicable Laws"). You agree that your use of Bloomerang Payments will not involve any countries, entities, individuals, or items prohibited by sanctions, embargoes, regulations, or orders administered by the US Department of Treasury's Office of Foreign Assets Control ("OFAC") or other government agencies.

- b) **Payment Accounts.** Bloomerang Payments is only available to organizations who register and are approved for a payment account. A payment account allows organizations to track payment amounts, refunds, and fees related to transactions. Organizations must provide accurate information, as requested during registration, and are responsible for maintaining and updating that information as necessary. Organizations will not impersonate any person or use a name he, she, or they are not legally authorized to use. Organizations authorize us and our authorized agents to verify their information (including any updated information) by accessing public records and obtaining credit reports about the organizations or its representatives in order to approve a payment account. Organizations also authorize Bloomerang to verify the organization's information from time to time while using Bloomerang Payments.
- c) **Disputes.** Organizations agree to resolve any disputes directly with a supporter or with the assistance of the dispute management and refund tools available on Bloomerang Payments and our third-party service providers. In the event that a supporter submits a chargeback, the organization agrees to provide any requested information to us within five calendar days of the request. Bloomerang reserves the right to recoup funds associated with supporter chargebacks.
- d) **Communications.** We will inform organizations of each transaction, or of other information pertaining to Bloomerang Payments, using our standard communication procedures, including by chat or email.
- e) **Refunds.** Full refunds must be for the exact dollar amount of the original transaction including tax, handling charges, and other charges. The refund amount may not exceed the original sale amount except by an amount equal to any reimbursements for postage costs incurred for product returns, if any. Refunds processed through the Service must be submitted within sixty (60) days of the original transaction but in all cases, within three (3) days of approving the cardholder refund. For processed refunds, we will deduct the refund amount (including any applicable Fees) from (i) settlement funds owed to you from the processing of other card transactions, or (ii) funds in any Reserve Account (as defined below). If these funds are not sufficient, you authorize us, to initiate an ACH debit entry to your Bank Account in the amount necessary to complete the refund transaction to the Cardholder's card. In the event we cannot access your Bank Account by means of ACH debit entry, you agree to pay all funds owed to us upon demand. You are solely responsible for accepting and processing returns of your products and services; we have no responsibility or obligation for processing such returns.
- f) **Country and Currency Options.** Available Balances can only be deposited into US bank accounts in USD.
- g) **Payout Schedule.** Payout schedule refers to the time it takes for us to initiate a transfer to your Bank Account of settlement funds arising from card transactions processed through the Service ("Payout Schedule"). Once your bank account information has been reviewed, Stripe, or another processor, on behalf of Bloomerang, will initiate a transfer of settlement funds (net Fees, chargebacks, and other funds owed to us for any reason) in accordance with the Payout Schedule, the terms of which will be made available to you when you log in to our website using your Service Account. We are not responsible for any action taken by the institution holding your Bank Account that may result in some or all of the funds not being credited to your Bank Account or not being made available to you in your Bank Account.
- h) **Escheatment.** If Bloomerang cannot settle funds into an organization's Bank Account, the funds will remain in the payment account. It is the organization's sole responsibility to update their Bank Account information to receive the funds. If an organization fails to update the information to claim the funds within a certain period of time, Bloomerang will escheat the funds to the relevant government authority in order to comply with applicable escheatment laws.
- i) **Personal Guaranty.** The signatory below (the "Guarantor") represents that they are a principal of the organization and hereby personally guarantees to Bloomerang, LLC as well as to its

successors and assigns, the full, prompt, and complete performance of the organization and all of the organization's obligations in these Terms and Conditions, whether arising before or after termination of the Terms and Conditions. Guarantor understands further that its obligations are independent of the organization's obligations and that Bloomerang shall have no obligation to pursue any right or remedy it may have against the organization or any other guarantor of these obligations prior to enforcing this guaranty against Guarantor. Guarantor shall pay all reasonable attorney fees, including allocated costs of Bloomerang's counsel, court costs, and all other expenses Bloomerang incurs in enforcing this Guarantee.

8. Payment Processing Fees

Bloomerang charges a fee (the "Payment Processing Fee") for processing each transaction through Bloomerang Payments. The fee amount will be assessed on the gross order amount, including shipping and tax (if applicable). Payment Processing Fees will be reflected in your payment account. Unlike other fees charged by Bloomerang, the Payment Processing Fee will be deducted from the total amount of the payment at the time the payment is considered complete. We reserve the right to modify the Payment Processing Fee at any time. In the event of any refunds credited back to a supporter, the Payment Processing Fee and other applicable fees will be recalculated based on the adjusted sale price. The difference between the original Payment Processing Fee and the adjusted Payment Processing Fee will be applied to the refund amount being credited back to the organization. Other applicable fees will be refunded on the organization's bill.

9. Reporting Obligations

You agree that Bloomerang can provide disclosures and notices, including tax forms such as the IRS form 1099-K, regarding the Service to you by posting such disclosures and notices on our website, emailing them to the email address listed in your Service Account, or mailing them to the address listed in your Service Account. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. Such disclosures and notices shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered.

10. Termination

You may terminate this contract and your acceptance of Bloomerang Payments at any time by adjusting the Settings in your Account Profile with Bloomerang. Bloomerang may also terminate or suspend an organization's use of Bloomerang Payments at any time.

Upon termination, any non-disputed available balance will be deposited into an organization's Bank Account. Bloomerang reserves the right, upon termination of access to Bloomerang Payments, to set off against any payments to be made to you, an amount determined by us to be adequate to cover any anticipated chargebacks, refunds, adjustments, or other amounts that might be paid to supporters in connection with purchases from the organization's payment account for a prospective 180-day period. At the end of the 180-day period following termination, we will disburse to the organization any amount not used to offset chargebacks, refunds, adjustments, or such other amounts paid to supporters, or seek reimbursement from the organization via any of the means authorized in these Terms and Conditions for any additional amount required to offset chargebacks, refunds, adjustments, or other amounts paid to supporters, as applicable.