CARD NOT PRESENT ADDENDUM TO MERCHANT CARD PROCESSING AGREEMENT

This CARD NOT PRESENT ADDENDUM (the "Addendum") is made a part of the terms and conditions of the Merchant Card Processing Agreement (the "Agreement") and the Application for processing services signed by Merchant (the "Application"). By its signature on the Application, Merchant has agreed to comply with all terms and conditions of the Addendum. The following terms and conditions describe the procedures for Card Not Present transactions. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings assigned to them in the Agreement or Application.

I. Additional Definitions.

1.01 3-D Secure - A Visa-approved method that is the global authentication protocol for Electronic Commerce Transactions.

1.02 Authentication Request - A request for Cardholder authentication from a Merchant utilizing 3-D Secure to a Card Issuer.

1.03 Deferred Payment Transaction - A CNP Transaction for which the Cardholder is billed once no more than 90 days after the first shipment of merchandise.

1.04 Electronic Commerce Transaction - A Card Transaction conducted over the Internet or other network.

1.05 Order Form - A document bearing the Cardholder's signature, either written or electronic, authorizing goods or services to be charged to his or her account. An Order Form may be: (a) a mail order form, (b) a Recurring Transaction form, (c) a Preauthorized Health Care Transaction form, or (d) an e-mail or other electronic record that meets the requirements of applicable law.

1.06 Permanent Establishment –A fixed place business location which an Electronic Order/Phone Order Merchant conducts its Web site or serves as server locations.

2. Acceptance of Card Not Present (CNP) Charge Transactions.

A. Merchant may accept CNP transactions and related Charges ("CNP Transactions") based upon the description of Merchant's business ("Business") on the Application and as authorized by the Bank. Bank reserves the right to terminate CNP Transactions in the event that there is any material change in the Business, including any material change in the customers, products, management or employees of the Business.

B. Merchant agrees that, except as expressly permitted by the Operating Rules, no CNP Transactions shall be submitted for processing prior to shipping of the product purchased and/or the implementation of the service offered.

C. Merchant understands and agrees that CNP Transactions:

1. do not require the Cardholder's signature on the Charge, sales draft or sales slip (with the exception of Order Forms authorizing a Recurring Transaction);

2. require the Merchant to obtain the valid Expiration Date for each Card used for a CNP Transaction; and

3. require the Expiration Date of the Card be submitted as part of the Authorization process.

D. *It is understood that Authorizations for CNP Transactions are subject to Chargeback and such Authorizations do not guarantee the validity or collectability of the Card Transaction.* Merchant agrees to take reasonable additional steps to verify the identity of the authorized Cardholder on these types of transactions, especially when merchandise is shipped to a third party. Merchant acknowledges and agrees that the receipt of an Authorization Code indicating approval does not guarantee Merchant against Chargebacks. Merchant is encouraged to use fraud reduction systems offered by the Card Associations, such as AVS and CVV2/CVC2 in CNP Transactions.

E. Generally, in order to satisfy a retrieval request for CNP Transactions, the following transaction receipt information must be provided by Merchant: (1) the Cardholder Account number, (2) the Card expiration date, (3) the Cardholder name, (4) the transaction date, (5) the Transaction amount, (6) the Authorization Code, (7) Merchant's Name, (8) Merchant's location, (9) a description of the goods or services, (10) the "ship to" address, and (11) the AVS response code (if AVS was used).

3. Processing Restrictions. If at any time the volume of CNP Transactions substantially exceeds the projected annual volume stated on the Application, or if at any time Bank suspects fraud, money laundering or violations of the Operating Rules, Bank may, in its sole and absolute discretion and in addition to other remedies that the Bank may have:

1. refuse to process the excessive or suspect CNP Transactions;
2. process the CNP Transactions and retain the funds received from processing until such time as the excess or suspect Charges are found to be valid or invalid and processed in accordance with the Operating Rules;
3. suspend the CNP Transactions and/or terminate the Agreement; or
4. amend the Agreement to protect the interests of Bank.

4. Electronic Commerce Transactions.

A. If Bank authorizes Merchant to accept Electronic Commerce Transactions, Merchant agrees to comply with all the provisions of the Operating Rules pertaining to Electronic Commerce Transactions.

B. Merchant shall at all times maintain a secure site for the transmission of data relating to the processing of Electronic Commerce Transactions. Merchant shall be responsible for ensuring, obtaining and maintaining site security, for the encryption of all data, and for any and all storage of data both in electronic and physical form.

C. Each Electronic Commerce Transaction must be identified as such when submitted by Merchant by using the appropriate Electronic Commerce Transaction indicator values specified by the Card Associations.

D. Merchant may not submit a request for Authorization for an Electronic Commerce Transaction that has failed a 3-D Secure authentication request.

E. Merchant shall display on Merchant's web site in a prominent manner: (1) the address of the Merchant's Permanent Establishment, including Merchant's country of domicile, located on the same screen view as the checkout screen used to present the total purchase amount, or within the sequence of web pages the Cardholder accesses during the checkout process; (2) a complete and accurate description of the goods or services offered; (3) Merchant's merchandise return and refund policy clearly displayed on either the checkout screen, or on a separate screen that allows the purchaser to click an acceptance button; (4) Merchant's consumer data privacy policy and the method of transaction security used to secure cardholder account data during the ordering and payment process; (5) a customer service contact, including electronic mail address or telephone number; (6) transaction currency; (7) export restrictions (if known); (8) Merchant's delivery/fulfillment policy.

F. Merchant shall provide Cardholders a secure transaction method, such as Secure Socket Layer or 3-D Secure.

G. Each web site operated by Merchant must display the marks of the Card Associations for the Card types which are accepted by the Merchant, as specified in the Operating Rules.

H. Merchant cannot refuse to complete an Electronic Commerce Transaction using a MasterCard-branded Card solely because the Cardholder does not have a digital certificate or other secured protocol.

I. Merchant agrees to include, in addition to the other data required under the Operating Rules, the following data on a transaction receipt completed for an Electronic Commerce Transaction:

1. Merchant's name most recognizable to the cardholder, such as: Merchant "doing business as" name or Merchant's "universal resource locator" (URL).
2. Customer service contact information including telephone country code and area code. If Merchant delivers goods or services internationally, Merchant must list both local and internationally accessible telephone numbers.
3. Terms and conditions of sale, if restricted.
4. The exact date any free trial period ends, if offered.
5. Cancellation policies.

J. Merchant will provide a completed copy of the transaction record to the Cardholder at the time the purchased goods are delivered or services performed. Merchant may deliver the transaction receipt in either of the following formats: (1) electronic (e.g., e-mail or fax), or (2) paper (e.g., hand-written or terminal-generated). Merchant may not transmit the Cardholder Account number to the Cardholder over the Internet or on the transaction receipt.

5. Installment Billing Transactions.

A. If Merchant is so permitted by Bank, Merchant may offer Cardholders involved in Electronic Commerce Transactions or mail order/telephone order transactions an Installment Billing Transaction option. If Merchant offers an Installment Billing Option, Merchant must: (1) disclose in writing the terms, including but not limited to, whether the installment terms are limited to certain goods that a Cardholder may purchase; (2) disclose in writing any shipping and handling charges and any applicable tax; (3) inform a Cardholder not billed in the transaction currency of the Merchant that each Installment Billing Transaction amount may vary due to currency conversion rate fluctuations; (4) ensure that the sum of the Installment Billing Transactions does not include any finance charge or exceed the total price for the goods; and (5) Authorize all Card Transactions (zero floor limit).

B. Merchant may not add finance charges to an Installment Billing Transaction.

C. Merchant may not deposit the first Installment Billing Transaction until the shipment date of the goods. Thereafter, Merchant must deposit subsequent Installment Billing Transaction receipts at either of the following interval: (1) 30 calendar days or more, or (2) the monthly anniversary of the shipment date.

6. Deferred Payment Transaction. Merchant may use the status check procedure for a Deferred Payment Transaction to serve only as account verification at the time the Cardholder places the order. Merchant must (1) request Authorization for a Deferred Payment Transaction on the date the Cardholder is billed, which must be no later than 90 days from the initial shipment date, and (2) include disclosure of the deferred payment process, including the exact date of billing, with the initial shipment to the Cardholder. The billing date is considered to be the Transaction Date.

7.   Delegation Of Duties. Card Program duties may, from time to time, be delegated to and among the Processor's business units without giving notice to Merchant, provided, however, Bank will remain responsible for any obligation owed by Bank under the Agreement.

8.   Suspension and Termination. Should Merchant, at any time, fail to agree or comply with this Addendum, Bank shall have the right to immediately and without prior notice suspend and/or terminate CNP Transactions and/or the Agreement.

9.   Early Termination Fee.   Merchant and Bank acknowledge and agree that Section 11.2(d) of the Agreement shall read as follows:

(i)   Bank and Merchant acknowledge and agree that in addition to all other remedies available to Bank under the Merchant Agreement or as otherwise available in law or equity, if the Merchant Agreement is terminated prior to the expiration of the applicable Term of the Merchant Agreement for any reason other than for a material, uncured breach by Bank, Merchant agrees to pay Bank damages (the "Damages") determined by adding an account closure fee as follows: (1) $250 for Merchants with less than twelve months remaining from the date of termination to the end of the then current Term, or; (2) $500 for Merchants with more than twelve months remaining, or such portion of the foregoing as may be permitted by applicable law.

(ii) Merchant agrees that such Damages shall also be due to Bank if Merchant discontinues submitting Transactions for processing during the Term for a period of ninety (90) consecutive days, and is not designated on the Merchant Application, or by notice to Bank, as a seasonal merchant or as otherwise agreed to by Bank.

(iii) Merchant acknowledges and agrees that the Damages are not a penalty but rather are a reasonable computation of the financial harm caused by the termination of this Merchant Agreement by the Merchant.