

**Overview:** You are working with a platform that provides you with certain software services. The software platform uses Rainforest to provide payment processing functionality. Generally, the platform will communicate pricing to you for Rainforest's services, and Rainforest will process your payment transactions. Rainforest will then coordinate settlement of your transaction proceeds to you, less the amount of platform's fees., unless otherwise agreed with the platform. The Terms and Conditions below define the relationship between you and Rainforest. This Overview is for convenience only and is not a contractual

## RAINFOREST PROCESSING TERMS AND CONDITIONS

These Processing Terms and Conditions, as they may be amended, modified, or supplemented from time to time in accordance with the terms hereof, together with any schedules, exhibits, addenda, or other documents incorporated herein by reference (collectively the "Terms"), effective as of the first date of payment processing ("Effective Date"), is entered into by and between Rainforest Pay, Inc., a Delaware Corporation ("Rainforest"), the Merchant listed in the Payment Processing Agreement ("Merchant"), and the Sponsor Bank(s). Rainforest is entering into these Terms on behalf of and as an agent of a Sponsor Bank.

- 1. Services Provided.** Rainforest agrees to provide the Merchant and the Merchant agrees to accept from Rainforest payment processing, settlement, and funding services ("Services"). Certain Services may be provided by a Sponsor Bank, a Processor, or a Payment Network. Merchant authorizes the Platform (as defined below) to provide directions to Rainforest regarding Merchant's account on Merchant's behalf, and Merchant expressly agrees that Rainforest may accept such instructions from Platform regarding Merchant.
- 2. Transaction Processing Permission.** Merchant authorizes Rainforest to initiate Transactions on their behalf through the Payment Networks and to coordinate the deposit of the proceeds to Merchant. Merchant acknowledges and irrevocably consents that transaction proceeds from multiple Payment Networks may be commingled with funds of other merchants in Sponsor Bank(s) or Payment Network accounts prior to settlement to Merchant. Unless otherwise agreed in writing, Rainforest has the right to deduct and/or offset all amounts owed to Rainforest or Platform from any proceeds of Merchant's Transactions before settling the funds to Merchant. It is Merchant's sole responsibility to pay for all chargebacks, disputes, returns, refunds, adjustments, fees, penalties, assessments, and other amounts due related to Merchant's Transactions. Rainforest shall have the right to offset these liabilities of Merchant, and any other amounts owed by Merchant to Rainforest or Platform, from the funds to be settled to Merchant.
- 3. Demand Deposit Account and ACH Permission.** To the extent Merchant is receiving their deposits via ACH, Merchant will establish and maintain one or more demand deposit accounts ("DDA") to facilitate the provision of the Services. Merchant will at all times maintain sufficient funds in the DDA to accommodate all Transactions, chargebacks, disputes, returns, refunds, adjustments, fees, penalties, assessments, and other amounts due. In accordance with the NACHA Rules, Merchant hereby authorizes Rainforest to initiate credit and debit entries to the DDA and to credit and debit the same. The foregoing authorization will remain in effect after termination of these Terms until all of Merchant's obligations to Rainforest or a Sponsor Bank have been paid in full. If Merchant changes the DDA, the authorization given above will apply to the new DDA. Merchant shall have no right to recover from Rainforest or a Sponsor Bank any sums deducted or withheld from the DDA in accordance with these Terms. Merchant will indemnify and hold harmless Rainforest and Sponsor Bank(s) for any authorized actions they take against the DDA in accordance with these Terms.
- 4. Merchant Data Sharing.** For Rainforest to provide payment processing services, it needs to share data and consents related to your Transactions with various entities, including, for example, the Platform, Sponsor Bank(s), Processor, the Payment Networks, and/ or authorized vendors and/or designees of these entities. Merchant gives Rainforest permission to share Merchant and Transaction data with all the aforementioned entities, and with any other entities, as necessary (a) to provide the Services; (b) to comply with Applicable Law, Program Standards, and/or Operating Rules, or (c) to honor any requests from Merchant or Platform. Should Platform or Merchant request that Rainforest transfer or export Merchant's data, Merchant consents to Rainforest's sharing Merchant data as needed to accomplish that request. Merchant assumes full responsibility and liability for any Merchant or Transaction data, including payment tokens, exported or transferred to third parties at Merchant's request or direction (excluding Platform-initiated exports under Rainforest's agreement with Platform), and Merchant agrees to indemnify, defend, and hold harmless Rainforest and Sponsor Bank(s) from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from such exports or transfers. RAINFOREST DISCLAIMS ALL WARRANTIES REGARDING THIRD-PARTY DATA HANDLING, AND MERCHANT RELEASES RAINFOREST FROM ANY CLAIMS ARISING FROM THIRD-PARTY MISUSE OF EXPORTED DATA.
- 5. Merchant Responsibilities.** Merchant is responsible for its own actions and/or inactions, including those of their officers, directors, shareholders, employees, agents, and any third-party service providers. Merchant is responsible for ensuring its account information is kept confidential and is responsible for any changes to its

account. Merchant represents and warrants that all information provided to Platform or Rainforest is true, accurate, current and complete. Merchant will immediately notify Platform, and as applicable, Rainforest, of any material changes in its business, including contact information, ownership information, and the nature or timeframe of when goods and services are provided. Further, Merchant is responsible for responding to chargebacks, disputes, retrieval requests, inquiries from Payment Networks or the Bank, and for providing any information reasonably requested by Rainforest.

6. **Compliance.** Merchant agrees to comply with Applicable Law, Operating Rules, Program Standards, and Data Security Standards (including any similar requirements imposed by NACHA), as all of them may be amended from time to time. The Merchant acknowledges that to comply with Operating Rules, it may be converted to a direct Card acceptance agreement with American Express.
7. **Merchant Practices and Prohibitions.** Merchant shall use the Services for business purposes only and to facilitate processing Transactions produced as the direct result of bona fide sales made by Merchant to and authorized by cardholders and bank account holders (together, "Customers"). Merchant will not (i) use any Customer data received from Rainforest under these Terms for any purpose other than bona fide Customer Transaction-related communications, (ii) disclose any Customer data or Sponsor Bank transaction data to any entity except for necessary disclosures to affected Customers and through a Sponsor Bank to affected Payment Network entities; (iii) provide to Rainforest or a Sponsor Bank any inaccurate, incomplete, or misleading information; (iv) transfer or attempt to transfer Merchant's financial liability by asking or requiring Customers to waive their dispute rights; (v) process Transaction on behalf of another entity or for any products or services materially different than those set forth in the Merchant application; (vi) process Transactions for any purpose related to illegal or prohibited activity; (vii) process Transactions for people or entities that do not have their principal places of business in the United States, excluding U.S. territories and possessions; or (viii) process any Transaction that does not represent a bona fide transaction between Merchant and a Customer of Merchant, or process any Transaction that Merchant knows, or should know, is not authorized.
8. **Sponsored Merchant Security Interest.** Merchant grants Sponsor Bank(s) a first priority lien and security interest in and to: (1) the proceeds of your Transactions to be processed under these Terms; (2) the entire value of any DDA into which Merchant has received settlement of Transaction proceeds; (3) any interest Merchant may have in any Transaction proceeds held by a Sponsor Bank in a custodial account associated with Rainforest's processing services. You agree to execute and deliver to Sponsor Bank(s) any documents or instruments Sponsor Bank(s) may reasonably request to perfect and confirm its lien, security interest, right of set off, recoupment, and subordination. In the event of Merchant's bankruptcy or insolvency, all parties hereto agree that Rainforest may proceed on behalf of a Sponsor Bank with respect to the assertion of any claim or the protection of the security interest set forth herein. Notwithstanding the foregoing, the lien and security interest Merchant grants to Sponsor Bank(s) pursuant to this provision shall not include a first priority lien over any assets of Merchant (i) that have been pledged as collateral with a first priority lien and security interest in connection with a tax-exempt bond financing; or (ii) if such lien would otherwise be prohibited by Applicable Law.
9. **Suspension; Termination; Reserves.** Rainforest shall have the right to suspend or terminate these Services immediately for any and all reasons, including, but not limited to, in the event that (a) Merchant violates any Applicable Law, Operating Rules, or Program Standard; or (b) Rainforest determines that the type of business in which Merchant is engaged or goods and services that Merchant provides is or becomes an industry on Rainforest's Prohibited Businesses List located at <https://legal.rainforestpay.com/prohibited>; (c) Rainforest suspects or discovers fraudulent activity; or (d) a Sponsor Bank or Payment Network requires Rainforest to terminate a Merchant's participation in the Services. Rainforest shall endeavor to provide notice to Merchant as soon as possible with respect to any suspension or termination of Services. After termination of these Terms for any reason whatsoever, Merchant shall continue to bear total responsibility for all chargebacks, disputes, fees, fines, penalties, or assessments imposed by or on a Sponsor Bank or Payment Networks as a result of Merchant acts or omissions, credits, and adjustments resulting from Transactions, data compromise losses, and all other amounts then due or which thereafter may become due with respect to these Terms. Rainforest shall also have discretion to temporarily suspend these Terms, to hold back all or some of Merchant's Transaction proceeds, and/or to establish a reserve fund consisting of all or a part of the Merchant's Transaction proceeds, as needed in Rainforest's reasonable judgment to mitigate an identifiable risk of loss associated with Merchant's Transactions, including by way of example (and not limitation) abnormally high chargebacks or disputes, or indicators of fraud or security risks.
10. **PayPal Services.** By processing any transactions through PayPal services, including, but not limited to PayPal Checkout, Pay with Venmo, and PayPal Pay Later, Merchant expressly enters into and agrees to comply with PayPal's Seller Agreement available at [https://www.paypal.com/us/legalhub/pp-pos-ps?locale.x=en\\_US](https://www.paypal.com/us/legalhub/pp-pos-ps?locale.x=en_US). Merchant acknowledges that PayPal may update the PayPal Seller Agreement from time to time, and Merchant agrees to be bound by such updates.
11. **Duty to Report.** Merchant agrees to provide Rainforest with written notice of any alleged breach of these Terms by either Rainforest or a Sponsor Bank, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Further, Merchant shall be obligated to review its

processing activity on a regular basis to identify any issues with the same within thirty (30) days of the date of the Transaction, deposit, or other issue. Merchant's failure to timely notify Rainforest of either an alleged breach of these Terms or any issue with respect to Merchant's processing activity shall be deemed acceptance by Merchant of that condition, and shall operate as a complete waiver of Merchant's ability to dispute the alleged breach or issue, or to bring suit associated with the same.

12. **Disclaimer of Warranties.** EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THESE TERMS, RAINFOREST AND SPONSOR BANK(S) DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Merchant's sole and exclusive remedy for any and all claims against Rainforest and a Sponsor Bank arising out of or in any way related to the transactions contemplated herein shall be termination of these Terms. In the event that Merchant has any claim arising in connection with the Services, rights, and/or obligations defined in these Terms, Merchant shall proceed solely against Rainforest and not a Sponsor Bank, unless otherwise specifically set forth in the Operating Rules.
13. **Governing Law.** These Terms shall be governed and enforced according to the laws of the State of Georgia without giving effect to its conflict of laws principles. Rainforest and Merchant further agree that all disputes between them shall be litigated exclusively in a court of appropriate jurisdiction within Fulton County, Georgia. Rainforest and Merchant expressly agree to jurisdiction and venue in the Georgia State-Wide Business Court.
14. **Conflicts.** In the event of any inconsistency between any provision of these Terms and the Operating Rules, the Operating Rules will prevail; in the event of any inconsistency between these Terms and an applicable Merchant agreement made directly with a Payment Network, the direct Merchant agreement will prevail; in the event of any inconsistency between these Terms and the Merchant's agreement with the Platform, these Terms will prevail.
15. **Independent Contractor.** The Parties acknowledge and agree that Rainforest is an independent contractor with respect to Merchant, and that these Terms shall not be construed to create any fiduciary relationship, employment relationship, partnership, or joint venture.
16. **Audit.** Within five (5) days of request, Merchant will provide Rainforest, Sponsor Bank(s), Payment Network, or government regulator, or their respective designated representatives, access to premises and all books and records requested by a Sponsor Bank for the purpose of determining Merchant's compliance with all of their respective obligations pursuant to these Terms.
17. **Headings; Counterparts.** The headings in this are for convenience only and may not be used in the interpretation of these Terms.
18. **Entire Agreement; Amendment; Waiver.** These Terms are the entire agreement between you, Rainforest, and Sponsor Bank(s) with respect to the Services and supersedes all prior discussions, negotiations, or agreements among Merchant, on one hand, and Rainforest and/or a Sponsor Bank, on the other. On notice to you, Rainforest may amend, modify, alter, or terminate all or a portion of the Services to the extent required or necessary to comply with Applicable Law, Operating Rules, Program Standards, or the instructions of a Sponsor Bank or Payment Network. Rainforest may amend these Terms at any time upon notice. However, any changes to these terms requested by Merchant must be in writing and signed by an authorized representative of Rainforest to be effective. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. If any provisions of these Terms is held invalid or unenforceable by a tribunal with proper jurisdiction, it will be reformed so as to be made valid or enforceable, or otherwise severed from these Terms without affecting the other terms.
19. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER MERCHANT OR RAINFOREST BE LIABLE TO THE OTHER FOR ANY EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE SAME ARE ANTICIPATED OR REASONABLY FORESEEABLE. FURTHER, IN NO EVENT SHALL RAINFOREST'S LIABILITY TO MERCHANT EXCEED A DOLLAR AMOUNT EQUAL TO THE LAST 12 MONTHS OF MERCHANT'S TRANSACTION VOLUME MULTIPLIED BY 0.1% (10 BASIS POINTS). IF THE MERCHANT HAS PROCESSED WITH RAINFOREST FOR LESS THAN TWELVE MONTHS, THEN RAINFOREST'S LIABILITY TO MERCHANT SHALL BE LIMITED TO THE ENTIRE AMOUNT OF THE MERCHANT'S TRANSACTION VOLUME MULTIPLIED BY 0.1% (10 BASIS POINTS).
20. **Indemnity.** Notwithstanding any limitation of liability in Section 19, Merchant shall indemnify and hold Rainforest and Sponsor Bank(s) harmless against any and all liability arising out of or related to Merchant's Transaction activity, including but not limited to, fines incurred from government agencies, regulatory bodies, any chargebacks, disputes, returns, Payment Network assessments, judgments or final dispositions of any lawsuit or legal adversary proceedings, and attorneys' fees associated with the same. In no event shall a Sponsor Bank have any liability to Merchant with respect to these Terms or the Services. Merchant acknowledges that Sponsor Bank(s) is only providing these Terms to assist in Rainforest's processing relationship with Merchant, and that Sponsor Bank(s) is not liable for any action or failure to act by Rainforest, and that Sponsor Bank(s) shall have no liability whatsoever in connection with any products or services provided to Merchant by Rainforest.

21. **Survival.** Sections 11 (Duty to Report), 12 (Disclaimer of Warranties), 13 (Governing Law), 14 (Conflicts), 18 (Entire Agreement; Amendment; Waiver); 19 (Limitation of Liability); 20 (Indemnity), 23 (Notices), 25 (Third-Party Beneficiaries), 27 (Definitions) shall survive termination of these Terms.
22. **Force Majeure.** Neither party shall be deemed to be in breach of these Terms based on a failure to perform due to force majeure events, such as an act of God, war, riot, civil unrest, pandemic, catastrophic weather, and other similarly extreme situations.
23. **Notices.** Any notices required by these Terms may be delivered via email to Rainforest at [legal@rainforestpay.com](mailto:legal@rainforestpay.com) and to Merchant at the business or owner email address provided at onboarding. Email notice is deemed delivered on the date sent. Notice may also be given by hand delivery or delivery service with a tracking number to Rainforest's corporate headquarters and to Merchant at the address provided at onboarding. Delivery by hand is effective the same day, and delivery by mail is effective as shown via the tracking number. In addition, Merchant agrees that the Platform acts as Merchant's agent for purposes of receiving notices of amendments to these Terms. Rainforest may likewise provide notice of any amendment by (a) providing such notice to the Platform for distribution to Merchant, (b) causing such notice to appear on any processing statement, portal, or in-product banner, or (c) posting updated Terms at <https://legal.rainforestpay.com/processingterms> with an updated 'Last Updated' date. Unless a different effective date is stated in the notice, amendments will take effect ten (10) days after notice. Merchant's continued use of the Services after the effective date of any amendment constitutes Merchant's acceptance of the amended Terms.
24. **Assignment.** These Terms may not be assigned by either party without the written consent of the other.
25. **Third-Party Beneficiaries.** There are no third-party beneficiaries to these Terms, including specifically the Platform. Further, Merchant is not a third-party beneficiary to any agreements between Rainforest and Platform, Rainforest and a Sponsor Bank, or Rainforest and a Payment Network.
26. **Signature; Electronic Signature.** The individual agreeing to these Terms on behalf of Merchant represents and warrants that he or she has the full right, capacity, and authority to agree to these Terms on behalf of Merchant without further authorizations or approvals of any kind. A signature or other indication of acceptance received electronically (including a "click to accept") will be legally binding for all purposes and equally effective as a wet ink signature.

27. **DEFINITIONS.**

**"ACH"** stands for Automated Clearinghouse and is an electronic fund transfer made between financial institutions.

**"American Express"** refers to American Express Travel Related Services Company, Inc. or its successors or assigns.

**"Applicable Law"** refers to all applicable federal, state, and local laws, statutes, ordinances, case law, regulations, and regulatory guidance.

**"Data Security Standards"** means all data security requirements, including, but not limited to, PCI-DSS; the Visa Cardholder Information Security program, the Mastercard Site Data Protection Program, the Discover Network Information Security and Compliance program, the American Express Data Security Requirements (SDR), Sponsor Bank(s) data security requirements, and other programs or requirements that may be published, amended, and or mandated by the Payment Networks and a Sponsor Bank.

**"Discover"** refers to Discover Financial Services, LLC or its successors or assigns.

**"Mastercard"** refers to Mastercard International Incorporated or its successors or assigns.

**"NACHA"** stands for the National Automated Clearing House Association.

**"Operating Rules"** refers to all rules, bylaws, programs, and regulations of the Payment Networks, as the same are amended from time to time, including the American Express OptBlue® Program Terms Addendum available at <https://legal.rainforestpay.com/amex>. Operating Rules for Visa, Mastercard, American Express, and PayPal are presently available online at <https://usa.visa.com/>, <https://www.mastercard.us/>, <https://www.americanexpress.com/>, and <https://www.paypal.com/us/legalhub/home> respectively.

**"Payment Network"** refers to Visa, Mastercard, American Express, Discover, any card network issuing credit or debit cards, any nationally accepted banking or payment network, including, but not limited to the National Automated Clearing House Association (NACHA), any on-us or closed loop banking network, PayPal, and, for purposes of these Terms, further includes the Payment Card Industry Security Standards Council.

**"PayPal"** means PayPal, Inc., a Delaware corporation, and its affiliates, subsidiaries and successors, including but not limited to PayPay Holdings, Inc., and any other entities operating under the PayPal brand or providing PayPal services.

**“PCI-DSS”** means Payment Card Industry Data Security Standards.

**“Platform”** shall mean the entity identified as the platform in the Payment Processing Agreement.

**“Processor”** means one of more entities that provides data connectivity between Rainforest and the Payment Networks.

**“Program Standards”** refers to the policies and procedures established by Processor to govern the Merchant Program, including the acceptance of prospective Merchants for the provision of Services.

**“Security Standards”** refers to all rules, regulations, or standards adopted or required by the Payment Networks relating to data security and the protection of Card Information, including, without limitation, PCI-DSS, Visa’s Cardholder Information Security Program and Payment Application Best Practices, Mastercard’s Site Data Protection Program and POS Terminal Security Program, American Express’s Data Security Operating Policy, Discover’s Information Security & Compliance Program, and any successor rules, regulations or standards, in each case, as any of the same may be amended from time to time.

**“Sponsor Bank”** means one or more banks listed at <https://legal.rainforestpay.com/sponsor>.

**“Transactions”** means credit/debit, electronic check, and other authorized transactions.

**“Visa”** refers to Visa Inc. or its successors or assigns.

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*Previous version available at  
[https://legal.rainforestpay.com/rainforest\\_processing\\_terms\\_and\\_conditions\\_2025.pdf](https://legal.rainforestpay.com/rainforest_processing_terms_and_conditions_2025.pdf)*