

## SPECIAL AMENDMENT TO THE AGREEMENT DISPUTES DEFENDER

This Special Amendment to the Agreement ("Special Amendment") is made among WORLDPAY INTEGRATED PAYMENTS, LLC. ("Processor"), Member Bank, and Merchant. The "Agreement" shall mean the Bank Card Merchant Agreement, Merchant Processing Agreement, or other Merchant-signed contract document for the Services by and between the above parties, and any corresponding Schedules, Addenda, Exhibits and Amendments thereto and incorporated herein. Capitalized terms not defined herein shall have the meanings given to them in the Agreement. The Agreement is hereby amended by the terms of this Special Amendment upon Merchant's use or Processor provision to Merchant of the Disputes Defender Services.

**WHEREAS**, Merchant desires to receive the Disputes Defender described herein for qualifying transactions;

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties agree as follows:

**I. Definitions.**

- (a) **"Chargeback"** means a cardholder dispute regarding a card transaction.
- (b) **"Disputes Defender"** means the service that provides Merchant with a no integration, AI-based Chargeback defense tool that automatically responds to Chargebacks on behalf of the Merchant AI-based Chargeback resolution tool. It is designed to handle and process Chargebacks by creating rebuttals using information available in the AI model (e.g., information available from the transaction record).
- (c) **"DSP"** means Justt, the third-party service provider that provides Processor with the AI model used as part of the Disputes Defender.

**II. Data Terms Related to Disputes Defender.** The Disputes Defender provided is a licensed product owned and controlled by Processor and/or DSP. Without limiting any other rights of Processor, Merchant acknowledges that all data and information arising in connection with Merchant's transactions, its participation in the Disputes Defender, as well as any other relevant data, may be shared by Processor with DSP including for the purpose of providing the Disputes Defender without any further approvals or permissions required. Merchant must secure the rights necessary for Processor to share any relevant data with DSP and DSP's third-party providers.

**III. Compliance Terms.** Merchant shall comply with all applicable law to its business and its receipt of the Disputes Defender. The Merchant also agrees to conform in all respects to the use and operational guidelines for the Disputes Defender as provided by Processor from time to time. Processor shall have a right to share this Special Amendment with DSP. In the event DSP requests additional portions of the Agreement, Processor shall share only those portions relevant to the request and shall redact any and all sensitive information of Merchant. Merchant shall bring any claims arising in connection with this Special Amendment against Processor and not against DSP.

**IV. Termination of Special Amendment.** In the event Merchant breaches the terms of the Agreement and such breach has not been cured within a reasonable period of time, not to exceed 30 days, Processor may provide notice to Merchant to terminate or suspend Merchant's access to the Disputes Defender. Upon termination of the Disputes Defender, Processor will only be responsible for the Chargebacks that were initiated prior to the effective date of termination. For all Chargebacks initiated prior to the effective date of termination, the Merchant agrees to pay the fees as outlined below. Termination or expiration of the Disputes Defender will not operate as a termination of the Agreement or any other Service under the Agreement. Following the termination or expiration of the Disputes Defender, the Agreement shall remain in full force and effect.

**V. Fees.** In consideration of the pricing agreed herein, Merchant shall exclusively utilize the Disputes Defender for any of its Chargeback mitigation service(s). Merchant agrees to pay 40% of the amount of all Chargebacks successfully resolved through the Disputes Defender. A Chargeback will be considered successfully resolved if Merchant receives and/or retains money in connection with the transaction that generated the Chargeback. Merchant acknowledges and agrees that Processor shall have a right to debit the Defender Service fees from Merchant's account on file with Processor each calendar month in accordance with Processor's standard billing cycle.

**VI. Miscellaneous.** The Disputes Defender are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permitted by law, Processor and its affiliates and its and their licensors, suppliers, service providers, and business partners (the "Processor Entities") disclaim all warranties, whether express, implied, or statutory, including any implied warranties of merchantability or fitness for a particular purpose, and any warranties that may arise from course of dealing, course of performance, or usage of trade. The Processor Entities does not warrant that the Disputes Defender will be uninterrupted or error free, or that defects will be corrected. Processor makes no representations or warranties about the quality of the information in the AI model that is used as part of the Disputes Defender, or the outcome of a Chargeback. Merchant may supplement any Chargeback with specific facts to increase its recovery chances. Processor reserves the right to discontinue the Disputes Defender at any time upon notice to Merchant. If Merchant provides feedback about the Disputes Defender, Merchant agrees that Processor owns any such feedback.

Except as otherwise provided in this Special Amendment, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.