

PAYMENT PROCESSING TERMS AND CONDITIONS

Last Update: March 26, 2018

These Payment Processing Terms and Conditions (these "Terms"), between ABC Camps, LLC, d/b/a ABC Sports Camps ("ABC Sports Camps" or "Software Provider") and the customer identified in the ABC Marketing and Registration Agreement (the "Customer"), are incorporated into and made part of the agreement (including all orders, statements of work, attachments, exhibits, schedules, and amendments thereto) incorporating these terms by reference (the "Master Agreement", together with these Terms, the "Agreement") between Software Provider and Customer.

1. Services Provided. Software Provider agrees to provide Customer, and Customer agrees to accept from Software Provider, certain payment processing services (the "Processing Services") to Customer solely for the purpose of collecting receivables (the "Receivables") owed to Customer and other authorized transactions. Customer hereby appoints Software Provider as its agent with regard to the Processing Services. Accordingly, any acceptance of Receivables by Software Provider shall constitute full payment of such amounts to Customer such that the obligations to Customer for the corresponding amounts shall be deemed satisfied.

2. Credit/Debit Card Processing Permission. Customer hereby authorizes Software Provider to initiate credit, debit, Automated Clearing House (ACH), PayPal, gift card and other payment transactions for authorized transactions ("Transactions") on Customer's behalf utilizing Software Provider's own merchant account and to settle the same utilizing the ACH network or such future network as Software Provider shall utilize. Customer acknowledges and agrees that the Transactions may be processed by one or more third party transaction processors of Software Provider's choosing, which Software Provider may change in its sole discretion from time to time, including the Payment Facilitator defined below (the "Processor").

3. Demand Deposit Account/ACH Permission. Customer will establish and maintain one or more demand deposit accounts ("DDA") to facilitate the provision of the Processing Services and the funding of Transactions. Customer will at all times maintain sufficient funds in the DDA to accommodate all Transactions and all chargebacks, returns, adjustments, fees, penalties and other amounts due. Customer must provide at least two (2) business days' advance written notice before changing the DDA, and in such event, the authorization given below will apply to the new account, and Customer will provide Software Provider such information regarding the new DDA as Software Provider deems necessary to effect payments to and from such new DDA. In accordance with the NACHA Operating Rules and the NACHA Operating Guidelines, Customer hereby irrevocably authorizes Software Provider 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 Customer's obligations to Software Provider, and Software Provider's obligations to the Processor with respect to Transactions, have been paid in full. Customer will indemnify and hold harmless Software Provider, Processor, and Payment Facilitator and their respective financial institutions for any action they take against the DDA pursuant or related to these Terms, and Customer will also indemnify and hold harmless the depository institution at which it maintains the DDA for acting in accordance with any instruction from Software Provider, Processor, Payment Facilitator or their respective financial institutions regarding the DDA.

4. **Fees.** Software Provider shall be entitled to the fees set forth in the Master Agreement for each Transaction. For clarity, the applicable fees set forth in the Master Agreement will be charged against all types of payments processed. The transaction rate and item fee shall apply to all payment transactions including but not limited to ACH transactions, Visa, MasterCard, Discover, American Express, Gift Card and PayPal credit and debit card transactions.

5. **Business Use.** Customer is using the Processing Services for business purposes only and to facilitate collection of payments arising from lawful business transactions.

6. **Processor and Sponsoring Banks.** Software Provider may share Customer's name, financial data and credit data with the Processor, Payment Facilitator and their respective Sponsoring Bank(s) solely for the purposes of processing transactions under these Terms and to comply with applicable law. Additionally, the Processor, Payment Facilitator and their respective Sponsoring Bank(s) are hereby designated as third party beneficiaries to these Terms. Software Provider may change the Processor, Payment Facilitator or their respective Sponsoring Bank(s) at any time without notice to Customer.

7. **Payment Facilitator Terms of Use.** Customer acknowledges that Software Provider may use a third party payments facilitator in connection with Software Provider's provision of the Processing Services (the "Payment Facilitator"), and some Payment Facilitators require Software Provider to obtain Customer's consent to its terms of use governing its services provided to Customer in connection with the Processing Services. Should this Payment Facilitator be used by Software Provider, Customer agrees to such terms and conditions found on the Payment Facilitator's website at <http://www.propay.com/legal-agreements/propay-submerchant-terms-and-conditions/>, which may be updated from time to time. Should Software Provider use an additional or alternate Payment Facilitator, Software Provider will make Customer aware of any applicable terms and conditions. Customer agrees that Software Provider and Payment Facilitator may share any customer and financial information, including, without limitation, transaction details and business or personal information, with one another solely for the purposes of processing transactions under these Terms and to comply with applicable law.

8. **Refunds.** Customer authorizes Software Provider to initiate refunds for Transactions in accordance with Software Provider's published refund policy, as amended from time to time, and to deduct such refunds from Customer's DDA.

9. **Settlement of Transactions.** Customer acknowledges that all settlements between Software Provider and Customer are provisional and are subject to the Customer's right to dispute the charges against the applicable obligor's account. Upon notification of a chargeback or retrieval request, Customer agrees to supply Software Provider with all supporting documentation regarding a specific transaction. Software Provider shall, at its sole discretion, be entitled to debit the Customer's DDA or invoice Customer for the amount of any chargeback or unpaid return. Customer authorizes the depository institution(s) at which the DDA is held (a) to grant Software Provider, the Processor, and/or the Payment Facilitator any and all information to records regarding the DDA, (b) to hold funds in the DDA in amounts which Software Provider deems sufficient to protect its rights under the

Agreement and (c) to immediately comply with any such demand for payment and direction from Software Provider, the Processor, and/or Payment Facilitator.

10. Termination for Cause. You agree that if you materially breach a term of this agreement or the card organization rules that are applicable to you, we have the right to provide you with written notice of our intent to terminate this agreement unless you remedy your material breach within 30 days of receipt of our notice. You further agree that we may immediately terminate this Agreement and exercise all of our rights and remedies under the applicable law and this Agreement if any of the following events occurs: (i) a material adverse change in your business or financial condition including bankruptcy or insolvency proceedings commenced by or against you; (ii) any merger, amalgamation, assignment or transfer of your or your parent's voting control; (iii) the sale or all or a substantial portion of your assets; (iv) fraud; (v) irregular card sales, excessive chargebacks or any other circumstances which, in our judgement, may increase our risk of loss; (vi) any improper use or presentation of the Marks; (vii) you breach or misrepresent any of your warranties or representations with respect to this agreement; or (viii) you cancel or revoke your authorization.

11. DISCLAIMER. SOFTWARE PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO PERFORM THE PROCESSING SERVICES IN ACCORDANCE WITH THESE TERMS, AND SOFTWARE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES. SOFTWARE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE TRANSACTIONS THAT IT SUBMITS TO SOFTWARE PROVIDER WILL BE PROCESSED BY A THIRD-PARTY PROCESSOR, AND THAT SOFTWARE PROVIDER MAKES NO WARRANTIES ABOUT THE SERVICES PROVIDED BY SUCH THIRD-PARTY PROCESSOR.

12. Compliance. Customer covenants and agrees that it shall conduct its business or operations at all times in compliance with all (a) applicable laws rules, and regulations of the United States and other relevant jurisdictions; (b) standards, bylaws, rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any entity formed to administer and promote ACH, credit, debit and other cards, such as NACHA, MasterCard International, Inc., Visa, Inc., Discover Financial Services, LLC, and any applicable debit networks; and (c) the industry standards and rules that govern the payments industry generally, including, without limitation, the Payment Card Industry Data Security Standard (PCI-DSS) and Payment Application Data Security Standard (PA-DSS), that are promulgated by industry authorities. Except for software, systems and payments gateways provided by Software Provider, Processor or Payment Facilitator, Customer is responsible for ensuring all software, systems and payment gateways utilized by Customer are compliant with this section.

13. Amendment. Software Provider may periodically update these Terms and may amend, modify, alter, or terminate all or a portion of the Processing Services to the extent required or necessary to comply with applicable laws or the rules, regulations, or requirements of any payment network or association (e.g. card networks, NACHA, PCI-DSS, etc.) or as otherwise required by the Processor, Payment Facilitator or their respective Sponsoring Bank(s). Unless you notify Software Provider in writing that you object to the terms of the revised Agreement within twenty (20) business days of

your receipt of these Terms as so revised, the revised Terms shall govern and control your use of the Processing Services as of the effective date of the revised Terms.