

PAYTOMORROW GENERAL TERMS AND CONDITIONS

1. **Merchant Representations and Warranties:**

- a. Merchant is a company or corporation duly organized, validly existing and in good standing under the laws of the state listed in the Merchant Agreement and has all necessary corporate power and authority to enter into the transactions contemplated hereby.
- b. Merchant has all requisite power and authority to enter into this Agreement and to perform all of the obligations to be performed by it hereunder. The execution, delivery and performance by Merchant of this Agreement and the consummation by Merchant of its obligations hereunder of the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of Merchant. This Agreement, when executed and delivered by Merchant, will constitute the valid and binding obligation of Merchant, enforceable against Merchant, in accordance with its terms.
- c. Merchant warrants that at all times prior to a sale of such Products, Merchant shall have and maintain good and marketable title to each Product available for purchase from Merchant, free and clear of any lien, mortgage, pledge, encumbrance, or charge of any kind. Merchant further warrants that all Products made available for sale by Merchant are, to Merchants knowledge free from defects in material and workmanship under normal use and service, in good working order, operational as intended by the manufacturer of such Product, and with regard to previously unused Products or Products which have never been owned by an end user, that such Products are unopened and new.
- d. If a Product is a USED OR REFURBISHED Product, Merchant warrants that any Product refurbishment was performed in a good and workmanlike manner, approved by the original Product manufacturer, and by an individual authorized by such manufacturer to perform such refurbishments, and that such used or refurbished Products are in good and working order at the time of such sale to PayTomorrow.
- e. Merchant is not involved in any dispute with any taxing authority, nor is Merchant deficient in any payment of any taxes or amounts owed by Merchant to any taxing authority.
- f. Merchant is not a party to any litigation, arbitration, or other legal proceedings currently ongoing, pending, or threatened against Merchant, nor does Merchant have any reason to believe that any such proceeding will be brought or threatened in the future.
- g. Merchant has all permits, licenses, rights, registrations, and other approvals necessary to operate Merchant's business as currently operated.
- h. Merchant agrees not to amend, change, settle, or compromise any Program and/or Program Documents.

2. **Merchant Responsibilities:** Merchant, in good faith and at its own expense, shall: (a) at all times accurately market, advertise, promote and represent the terms and conditions of the Program and all components therein, or such other financial products or programs made available to Merchant and Customers by PayTomorrow during the Term of this Agreement; (b) conduct business in a manner that reflects favorably at all times on the good name, goodwill, and reputation of PayTomorrow; (c) observe all reasonable directions and instructions given to it by PayTomorrow in relation to the marketing, advertisement, and promotion of the Program; (d) promptly notify PayTomorrow of any complaint or adverse claim about any Product or its use of which Merchant becomes aware; (e) not make any misleading or untrue statements concerning PayTomorrow or the Program and all components therein, or such other financial products or programs made available to Merchant and Customers by PayTomorrow during the Term of this Agreement; and (f) at all times comply with all federal, state and local laws, ordinances, regulations and orders that are applicable to the operation of its business, and this Agreement and its performance hereunder. To the extent the Products sold by Merchant have been refurbished prior to such sale, Merchant shall, prior to PayTomorrow's purchasing of such refurbished Products and Customers lease of Products purchased by PayTomorrow, make PayTomorrow and the Customer aware that such Products have been refurbished. Merchant further agrees to warrant all USED OR REFURBISHED Products to be free from defects in materials and workmanship for either the period of one (1) year from the date of purchase by PayTomorrow, or the date on which PayTomorrow no longer holds title to the Product, whichever occurs first ("Used or Refurbished Warranty Period"). Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original Used or Refurbished Warranty Period only. To claim under this warranty, Customer must notify Merchant within thirty (30) days after the date of discovery of any claimed defect and make the affected Product available for inspection by Merchant. In the event any Products are deemed by Merchant to be defective or non-conforming Merchant agrees to either repair or replace the Product, or to provide a refund of the purchase price paid by PayTomorrow. In the event Merchant provides a refund (in whole or in part) of the Purchase Price, the refund amount will be provided directly to PayTomorrow and NEVER to the Customer directly.

3. **Customer Disputes:** In the event that any Customer asserts any claim against PayTomorrow or Merchant, or disputes any payments owed relating to, or originating from, any Product, Program and/or Program Documents, Merchant shall notify PayTomorrow of such claim or dispute within two (2) business days from the date on which Merchant becomes aware of such claim or dispute. Merchant agrees to provide PayTomorrow with any and all notes, records, receipts, and any and all other documents that may relate to any claim or dispute as reasonably requested by PayTomorrow, within five (5) days of receipt of such written request for such documentation.

4. **Promotional Opportunities:** From time to time, and in PayTomorrow's sole discretion, PayTomorrow may wish to offer various promotional opportunities (each a "Promotional Opportunity") to Merchant and Merchant's qualified Customers. Promotional Opportunities may be amended from time to time in PayTomorrow's sole discretion upon thirty (30) days prior written notice to Merchant. Merchant may choose, in Merchant's sole discretion, whether Merchant wishes to offer any or all available Promotional Opportunities to their Customers. In the event Merchant elects to offer a Promotional Opportunity to its Customers, Merchant shall not be required to offer the same Promotional Opportunity to all of its qualified Customers. Merchant shall be permitted, in Merchant's sole and exclusive discretion, to determine which qualified Customers to offer the Promotional Opportunity to. In no event will any Customer be involuntarily entered into the Promotional Opportunity. In the event Merchant chooses to offer a Promotional Opportunity to a qualified Customer, and the qualified Customer has elected to enter into a Program per the terms of this Agreement, such Customer shall be given the option of entering into such Promotional Opportunity.

The Parties hereby acknowledge and agree that at all times during the applicable Promotional Period, the payment terms and minimum monthly amounts due under any Customer's respective Customer Agreement shall remain in full effect, with such minimum monthly amounts being due and payable by Customer in accordance with the terms of their applicable Customer Agreement payment schedule, and in the amounts outlined therein. In the event that a Customer shall fail to pay such minimum monthly amounts on time, as stated on such Customer's Customer Agreement, the Parties agree that the Promotional Opportunity shall immediately become null and void for such Customer. In the event that the Customer has made payments in excess of the minimum monthly amounts due under their Customer Agreement, but has not succeeded in paying the entire invoiced Purchase Price, as shown on their applicable Customer Agreement, or other amount due per the terms of such Promotional Opportunity, prior to the expiration of the Promotional Period, the Parties agree that any amount paid during the Promotional Period, in excess of the minimum monthly amounts due under such Customer's respective Customer Agreement for the same period of time, shall be applied against amounts owed by Customer in accordance with the terms of such Customer's Customer Agreement.

The Parties hereby acknowledge and agree that in order to realize the full benefit of the Promotional Opportunity, Customer shall be required to pay the entire amount owed, as shown on their applicable Customer Agreement, or other amount due per the terms of such Promotional Opportunity, within the Promotional Period.

Merchant acknowledges and agrees that the corresponding Payment Amount for a Product purchased pursuant to a Promotional Opportunity shall be reduced in an amount equal to the Merchant Discount Percent stated on [Exhibit B](#).

The Parties acknowledge and agree that in the event PayTomorrow incurs any unforeseen costs while processing Customer payments, and when such costs are due to Customer actions, including but not limited to, bounced payments or declined payments, PayTomorrow shall pass such costs through to Customer.

5. **Audit Rights:** At all times during the Term of this Agreement, or for so long as PayTomorrow retains title to any particular Product sold by Merchant, PayTomorrow shall have the right to inspect, audit and copy any financial books, computer programs, Customer and sales information and other data containing financial information in connection with the

Merchant's sale of Products to PayTomorrow under the terms of the Program. Such information shall be made available to PayTomorrow at Merchants physical address, during normal business hours, within ten (10) days of PayTomorrow's demand for same.

6. **Late Payments:** All past due payments, reimbursements or other unpaid amounts owed by Merchant to PayTomorrow per the terms of this Agreement shall bear interest from the date due until paid at the rate of either (i) eighteen percent (18%) per annum, or (ii) the highest rate allowed by state law within the respective state in which such amounts become due, whichever is greater.
7. **Termination; Effects of Termination:** In the event of any Termination or expiration of this Agreement, Merchant's obligations to protect the Confidential Information of PayTomorrow and the Customers, along with each of the provisions of this Agreement, or details of the relationship between the Parties deemed to, or which by their nature would reasonably be assumed to survive such expiration or termination of this Agreement, shall survive for five (5) years, or the maximum period of time as required by federal or state law within the jurisdiction in which the Product was sold, after the expiration or earlier Termination hereof. At PayTomorrow's request Merchant shall return all Confidential Information, defined herein, within ten (10) days of such request. At PayTomorrow's option, PayTomorrow may request that Merchant destroy all Confidential Information and provide PayTomorrow with certification that it has done so. The Parties further acknowledge and agree that the expiration or Termination of this Agreement shall not affect PayTomorrow's rights to recover any reimbursements, fees, remedial amounts, or other financial amounts owed by Merchant to PayTomorrow. Furthermore, Merchant agrees to reimburse any and all Payment Amounts for any and all Products returned to the Merchant by a Customer for so long as PayTomorrow, its successors or assigns, although specifically excluding Customer, retains title to the Product. Following Merchant's completion of all requirements and obligations under the terms of this Agreement, PayTomorrow agrees to pay any and all outstanding Payment Amounts owed to Merchant for any and all Program-related Product purchases finalized up to and including on the date of Termination, but in no event shall PayTomorrow be liable to Merchant for any other losses sustained by Merchant due to such termination, or for any other amounts claimed in association with the terms of this Agreement.

In the event that Merchant should ever enter into bankruptcy, for any reason, whether with, or without the consent of Merchant, or if a receiver shall ever be appointed by any court of law, the Parties acknowledge, agree and understand this Agreement shall be automatically terminated and that PayTomorrow is not, and shall not become, a creditor, but retains ownership of any and all revenue deriving from any and all Programs and/or Program Documents under this Agreement. PayTomorrow is not a creditor in bankruptcy.

8. **Non-Solicit:** During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall recruit or otherwise solicit for employment any employee or subcontractors of the other Party, without the other Party's express prior written consent.
9. **Confidentiality:** For the purposes of this Agreement, the term "Confidential Information" shall mean all business, technical or financial data, information, processes and trade secrets, and business activities, whether in written, oral, or other form, including but not limited to, methods of doing business, and names and all personal or private information of customers or clients, and all other documentation or information which are treated or identified as confidential or proprietary by PayTomorrow or the disclosure of which might reasonably be construed to be contrary to the interest of PayTomorrow, and any and all other protected documentation, data or information under the terms of this Agreement. For the avoidance of doubt, the Parties acknowledge and agree that each of the above items contained within the definition of Confidential Information of PayTomorrow shall always be deemed confidential and proprietary by PayTomorrow, and the disclosure of same would be contrary to the interest of PayTomorrow.

Except as otherwise provided herein, Merchant agrees that all information communicated to it by PayTomorrow, whether before or after the Effective Date, will be deemed to have been received in strict confidence, will be used only for purposes contemplated hereby, and Merchant will use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information shall be disclosed by the Merchant, its officers, directors, managers, members, agents, representatives, employees, and subcontractors without the prior written consent of PayTomorrow. The foregoing shall not prevent Merchant from disclosing information that: (i) becomes publicly available other than as a result of a disclosure by officers, directors, managers, members, agents, representatives, employees, or subcontractors, or other persons to whom the Merchant has disclosed such information; (ii) was available to the Merchant on a non-confidential basis prior to its disclosure to PayTomorrow provided that such prior disclosure and its non-confidential status are evidenced in writing; or (iii) becomes available to Merchant on a non-confidential basis from a source other than PayTomorrow, provided that such source is not bound by a confidentiality agreement with PayTomorrow.

Merchant will (i) inform its officers, directors, managers, members, agents, representatives, employees, and subcontractors of the confidentiality requirements set forth in this Agreement and (ii) only permit access to Confidential Information of PayTomorrow to those of its officers, directors, managers, members, agents, representatives, employees, and subcontractors having a need to know and who have signed nondisclosure agreements at least as restrictive as those set forth herein or are otherwise bound by confidentiality obligations at least as restrictive as those set forth herein.

10. **Notices:** All notices, demands and other communications shall be in writing and shall be deemed to have been given and received if delivered personally, or three days after mailing by certified mail (return receipt requested) or, one (1) day after delivery to overnight carrier to the respective addresses listed above or to such other address as either Party may designate by providing notice in accordance with the terms of this Section.
11. **Assignment:** Merchant may not assign its rights or obligations under this Agreement without the prior written consent of PayTomorrow, such consent may be unreasonably withheld, conditioned, or delayed in PayTomorrow's sole discretion. Any permitted assignee or successor of Merchant's rights and obligations hereunder shall be bound by this Agreement, and any attempted assignment in violation of the foregoing shall be void and of no effect.
12. **Indemnification:** Merchant will indemnify and hold PayTomorrow, and PayTomorrow's officers, directors, employees and agents harmless, from and against any and all liability, loss, damages, cost or expenses (including reasonable attorneys' fees) hereafter incurred by PayTomorrow as a result of: (a) an injury, illness and/or death of any person that results from any willful or negligent acts or omissions of Merchant; (b) any breach by Merchant of the duties that it is required to perform by this Agreement; and/or (c) any injury, illness and/or death of any person that results from or is related to any Product sold by Merchant.
13. **Governing Law:** THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, EXCLUDING THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN MECKLENBURG COUNTY, NORTH CAROLINA, AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE FEDERAL AND STATE COURTS IN MECKLENBURG COUNTY, NORTH CAROLINA, AND FURTHER IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. BOTH PARTIES AGREE TO WAIVE TRIAL BY JURY FOR ALL CLAIMS ARISING HEREUNDER.
14. **Compliance with Laws:** The Parties shall comply, at their own expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes, including procurement of any required permits or certificates, in connection with this Agreement or any order.
15. **Attorney's Fees:** In the event of any controversy, claim, or action being made, filed, or instituted between the Parties to this Agreement or any of the other documents related hereto to enforce or declare rights under this Agreement, or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorney's fees in the amount of no less than fifteen (15%) of the damages stated in such controversy, claim or action, to be determined by the trier of fact.

16. **Limitation of Liability:** IN NO EVENT SHALL PAYTOMORROW OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: WHETHER THE DAMAGES WERE FORESEEABLE; WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL PAYTOMORROW'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PAYTOMORROW UNDER THIS AGREEMENT IN THE ONE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLY EVEN IF THE MERCHANT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

17. **Force Majeure:** No Party to this Agreement shall be liable for failure or delay in the fulfillment of all or part of this Agreement, except with regard to the financial obligations of Merchant, because of acts of God, governmental orders or restrictions, war, threat of war, warlike conditions, terrorism, hostilities, sanctions, mobilization, blockade, embargo, revolution, riot, strike, walk-out, plague or other epidemics or medical pandemics, as determined by either the World Health Organization and/or the Centers for Disease Control and Prevention, fire, flood, earthquake or any other similar causes or circumstances beyond the reasonable control of the parties. Any such failure or delay shall not be deemed a breach of this Agreement provided, however, that (a) the Party so prevented from complying with this Agreement gives written notice to the other Party within three (3) days after the force majeure event begins or occurs of the nature of the force majeure event and the way in which, and the extent to which, its obligations are prevented or delayed; and (b) the Party so prevented from complying with this Agreement shall continue to take all actions within its power to comply as fully as possible and shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy such cause with all reasonable dispatch.
18. **Relationship of the Parties:** PayTomorrow and Merchant shall at all times during the term of this Agreement act as, and shall represent itself to be, an independent contractor, and not an agent or employee of the other. This Agreement does not create any relationship of association, partnership, or joint venture between the Parties. Neither Party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other Party.

19. **Data Security.**

a. **Definitions.**

- i. **Authorized Persons / Authorized Employees:** means (A) authorized employees of PayTomorrow; and (B) third party lenders of PayTomorrow who have a need to know or otherwise access Personal Information to enable PayTomorrow to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.
- ii. **Highly-Sensitive Personal Information:** means an (A) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (B) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (C) biometric, genetic, health, medical, or medical insurance data.
- iii. **Personal Information:** means information provided to PayTomorrow or at the direction of Merchant, information which is created or obtained by PayTomorrow, or information to which access was provided to PayTomorrow by or at the direction of Merchant in the course of PayTomorrow's performance under this Agreement that: (A) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (B) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (A) and (B), including, without limitation, all Highly-Sensitive Personal Information.
- iv. **Security Breach:** means (A) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by PayTomorrow, or any Authorized Persons, or by Merchant should PayTomorrow have access to Merchant's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (B) receipt of a complaint in relation to the privacy and data security practices of PayTomorrow or any Authorized Persons or a breach or alleged breach of this Agreement relating to such privacy and data security practices. Without limiting the foregoing, a material compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

b. **Standard of Care.**

- i. PayTomorrow acknowledges and agrees that, in the course of its engagement by Merchant, PayTomorrow may create, receive, or have access to Personal Information. PayTomorrow shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons of PayTomorrow. PayTomorrow shall be responsible for, and remain liable to, Merchant for the actions and omissions of all Authorized Persons or Authorized Employees concerning the treatment of Personal Information as if they were PayTomorrow's own actions and omissions.
- ii. In recognition of the foregoing, PayTomorrow agrees and covenants that it shall:
- A. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- B. Not create, collect, receive, access, or use Personal Information in violation of law;
- C. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of either the Program Documents or this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for PayTomorrow's own purposes or for the benefit of anyone other than Customers of Merchant, in each case, without Customer's prior written consent; and
- D. Not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any PayTomorrow third party Lender, without Customer's prior written consent unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law in which case, PayTomorrow shall (I) use best efforts and to the extent permitted by applicable law notify Customer before such disclosure or as soon thereafter as reasonably possible; (II) be responsible for and remain liable to Customer for the actions and omissions of such unauthorized third party concerning the treatment of such Personal Information as if they were PayTomorrow's own actions and omissions; and (III) require the unauthorized third party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement.

c. **Information Security.**

- i. PayTomorrow represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

- ii. PayTomorrow shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
 - iii. Without limiting PayTomorrow's obligations herein, PayTomorrow shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practice, including the Control Objectives for Information and related Technology (COBIT) standards, the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
 - iv. If, in the course of its engagement by Merchant, PayTomorrow has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, PayTomorrow shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at PayTomorrow's sole cost and expense.
 - v. At a minimum, PayTomorrow's safeguards for the protection of Personal Information shall include: (A) limiting access of Personal Information to Authorized Employees/Authorized Persons; (B) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (C) implementing network, application, database, and platform security; (D) securing information transmission, storage, and disposal; (E) implementing authentication and access controls within media, applications, operating systems, and equipment; (F) encrypting Highly-Sensitive Personal Information stored on any media; (G) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (H) strictly segregating Personal Information from information of PayTomorrow or its other Merchants so that Personal Information is not commingled with any other types of information; (I) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at PayTomorrow's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (J) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (K) providing appropriate privacy and information security training to PayTomorrow's employees.
 - vi. During the term of each Authorized Employee's employment by PayTomorrow, PayTomorrow shall at all times cause such Authorized Employees to abide strictly by PayTomorrow's obligations under this Agreement and PayTomorrow's standard policies and procedures. PayTomorrow further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of PayTomorrow's officers, partners, principals, employees, agents, or contractors. Upon Merchant's written request, PayTomorrow shall promptly identify for Merchant in writing all Authorized Employees as of the date of such request.
 - vii. Upon Merchant's written request, PayTomorrow shall provide Merchant with a network diagram that outlines PayTomorrow's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Agreement, including, without limitation: (A) connectivity to Merchant and all third parties who may access PayTomorrow's network to the extent the network contains Personal Information; (B) all network connections, including remote access services and wireless connectivity; (C) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (D) all backup or redundant servers; and (E) permitted access through each network connection.
- d. Security Breach Procedures.
- i. PayTomorrow shall provide Merchant with the name and contact information for an employee/security of PayTomorrow who shall serve as Merchant's primary security contact and shall be available to assist Merchant twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach.
 - ii. PayTomorrow shall notify Merchant of a Security Breach as soon as practicable, and by email or telephone to the agreed upon employee of Merchant, as same may be amended from time to time by written notification to PayTomorrow, but no later than twenty-four (24) hours after PayTomorrow becomes aware of it.
 - iii. Immediately following PayTomorrow's notification to Merchant of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. PayTomorrow agrees to fully cooperate with Merchant in Merchant's handling of the matter, including, without limitation: (A) assisting with any investigation; (B) providing Merchant with physical access to the facilities and operations affected; (C) facilitating interviews with PayTomorrow's employees and others involved in the matter; and (D) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by Merchant.
 - iv. PayTomorrow shall at its own expense take reasonable steps to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. PayTomorrow shall reimburse Merchant for all reasonable costs incurred by Merchant in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
 - v. PayTomorrow agrees that it shall not inform any third party of any Security Breach without first obtaining Merchant's prior written consent, other than to inform a complainant that the matter has been forwarded to Merchant's legal counsel. Further, PayTomorrow agrees that Merchant shall have the sole right to determine: (A) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in Merchant's discretion; and (B) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
 - vi. PayTomorrow agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
 - vii. PayTomorrow agrees to fully cooperate, at its own expense with Merchant in any litigation, investigation, or other action deemed necessary by Merchant to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.
- e. Oversight of Security Compliance. PayTomorrow shall provide Merchant with the results of any audit by or on behalf of PayTomorrow performed that assesses the effectiveness of PayTomorrow's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.