



eGiving.com

building effective electronic stewardship

For more information or questions regarding this application please call

Non-Profit Merchant Application

Organization Name:

Date:

Application Checklist: *Please include the following documents with the completed application*

Please complete the application, we cannot process incomplete applications.

Complete Application Form (Page 2)

Initials on each page of the Terms and Conditions (Pages 3-5)

Signed Signature Page (Page 6)

Initials on Exhibit A - Fee Schedule (Page 7)

Exhibit B - Additional Required Documents

Why do we need these documents? To help the government fight the funding of terrorism and money laundering activities, Federal law requires that we obtain, verify and record information that identifies each person who opens an account. Therefore we may ask for your name, address, date of birth and other information that allows us to identify you. We also ask to see your drivers license or other identifying documents. Note: All required documents must be included with this application. Failure to include all required documents will delay the processing of the application.

IRS 501(c)3 Determination Letter

Articles of Incorporation

D.B.A. Certificate (if applicable)

Include a copy of a valid Drivers License for all Principals listed in the agreement.

Attach a voided check from the account to be used for the settlement of funds.

Other Document (Not required for all organizations)

Required for Organizations who process over \$50,000.00 in transactions per month, those applying for ACH Credit transaction capability, or those who are High Risk as determined by the processor.

Last 2 Months Bank Statements

Fax or Mail the completed application and supporting documents to:

Overnight delivery is recommended.

Please include the following documents with the completed application. NOTE: **ALL PAGES OF THIS APPLICATION MUST BE RETURNED.**

Product

CECAJ |

Donation/Payment Methods Requested (select all that apply)

ACH (Checking and Savings Accounts)

Credit Card (Select all that apply) Visa MasterCard Discover American Express

Organization Information

Check One: Non-Profit Church Other

if other please explain:

Fax or Mail the completed application and supporting documents to:

Overnight delivery is recommended.

Organization Name:		DBA Name (if different. Documentation must be included):	
Street Address: (P.O. Box Not Allowed)		DBA Street Address(if different):	
Street Address Line 2:		DBA Street Address Line 2 (if different):	
City:		DBA City (if different):	
State:	Zip:	DBA State (if different):	DBA Zip (if different):
Organization Phone Number:	Organization Fax Number:	Organization Website:	Federal Tax ID Number:
Contact Name:	Contact Email Address:		Contact Phone Number:
Denomination (if applicable):		Year Founded:	State In Which The Organization Is Incorporated:
Does this Organization Currently Accept Credit Cards or Process ACH Transactions: <input type="checkbox"/> No <input type="checkbox"/> Yes		Has this Organization Or The Principals Ever Been Terminated From Accepting Credit Card Or ACH Transactions: <input type="checkbox"/> No <input type="checkbox"/> Yes	

Principal 1 (Pastor, President, Founder, Executive Director, Etc.)

USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires that we obtain, verify and record information that identifies each person who opens an account. Therefore we may ask for your name, address, date of birth and other information that allows us to identify you. We also ask to see your driver's license or other identifying documents.

Name:	Title:	Email Address:		
Residence Street Address:		City:	State:	Zip:
Telephone:	Date of Birth	Social Security Number: (Last 4 Digits) XXX-XX-	Drivers License Number:	Drivers License State of Issuance:

Principal 2 (Please complete all fields if applicable)

Name:	Title:	Email Address:		
Residence Street Address:		City:	State:	Zip:
Telephone:	Date of Birth	Social Security Number: (Last 4 Digits) XXX-XX-	Drivers License Number:	Drivers License State of Issuance:

Settlement Account Information (account from which funds will be credited and/or debited)

Bank Name:	Transit Routing Number:	Account Number:
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Authorization: As a duly authorized representative for the applicant named herein, I authorize Stewardship Technology, Inc. to debit the account listed for the one time, monthly and per item fees listed on Exhibit A - Fee Schedule. I understand and agree that one-time fees will be charged immediately after the application is approved and that monthly fees will be debited on or about the first banking business day of each month of the services being rendered. I also understand that fees caused by transaction activity will be debited on or about the next business day after the transaction is received by Stewardship Technology, Inc. I authorize Stewardship Technology, Inc. to credit the account listed for transactions received for above listed organization. If a payment is returned unpaid I understand and authorize the item plus \$25.00 processing fee to be electronically debited from the above listed Settlement Account.

Signature: _____ **Date:** _____

TERMS AND CONDITIONS

This Non-Profit Merchant Agreement ("Agreement") is a contract between you ("Non-Profit") and Stewardship Technology, Inc. and applies to your use of the Merchant Services and any related products and services available through Stewardship Technology or its value added partners (collectively the "Service"). You must accept the terms and conditions contained in this Agreement which includes those terms and conditions expressly set out below, before you may use the Services. By accepting this Agreement, you also agree that your use of the Services will be governed by the terms and conditions posted on the Stewardship Technology website.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall be effective 30 days after they are initially posted on our site. You may review the current Agreement prior to initiating a transaction at any time at our User Agreement page. In this Agreement, "you" or "your" means any person or entity using the Service ("Users"). Unless otherwise stated, "Services," "we" or "our" will refer collectively to Stewardship Technology, Inc. A Destination Account is defined as the bank or credit card account to which funds will be credited to. This can be either the Non-Profit owned Settlement Bank Account or the bank or credit card account owned by either the donor or payer.

This Agreement was last modified on December 1, 2009.

1. Eligibility.

1.1 Eligibility. In order to use the Service, you must register for a Non-Profit Merchant Account. An organization may hold more than one Non-Profit Merchant Account. Without limiting the foregoing, our Service is not available to minors (under 18), persons who are suspended from our Service, or to persons who present an unacceptable level of credit risk. Organizations must be incorporated in the United States, be in good standing in the state in which they are incorporated, be declared a non-profit by the IRS, and meet the eligibility requirements set forth by Federal and State regulations.

1.2 Loss of Eligibility. If the organization for which an Account has been established is legally dissolved, becomes inactive, is not in good standing in the state in which it is incorporated, or loses its Non-Profit status, the Account will be terminated in accordance to the terms of this Agreement.

2. The Legal Relationship between You and Stewardship Technology.

2.1 Agency Relationship. Stewardship Technology acts as a facilitator to help you accept donations and/or payments from and make donation and/or payments to third parties. We act as your agent based upon your direction and your requests to use our Services that require us to perform tasks on your behalf. Stewardship Technology will at all times hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge that (i) Stewardship Technology is not a bank and the Service is a donation and payment processing service rather than a banking service, and (ii) Stewardship Technology is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian. You agree that you will not receive interest or other earnings on the funds that Stewardship Technology handles as your agent. Stewardship Technology may receive interest on those funds and/or a reduction in fees or expenses charged for banking services by the banks that hold your funds.

By electing to send and/or receive donation or payments through the Service, you appoint Stewardship Technology as your agent to obtain the funds on your behalf and to transfer the funds to the Settlement Bank Account that you designate, subject to the terms and restrictions of this Agreement. Stewardship Technology will initiate transactions per the instructions of the account owner by debiting or crediting a bank or credit card account of the account owner. You remain the owner of those funds while said funds are in the custody of Stewardship Technology. We hold funds as your agent until the funds are transferred to the Destination Account at the end of the holding period or you initiate a cancellation of the transaction during the holding period. After those funds are transferred to the destination account, all requests for refund or reversals must be made directly to the Non-Profit. You agree to comply with all reasonable requests for refund made by the donor/payer.

By receiving funds through the Service, you appoint Stewardship Technology as your agent to cause the funds to be deposited on your behalf in the Pooled Accounts until the completion of the banking business day hold period. Upon completion of the hold period you appoint Stewardship Technology as your agent to

cause the funds to be credited to the defined Destination Account.

2.2 Identity Authentication. We use many techniques to verify your identity. You authorize Stewardship Technology, directly or through third parties, to make any inquiries we consider necessary to validate any and all information contained in this Agreement. This may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases. However, because user verification on the Internet is difficult, Stewardship Technology cannot and does not guarantee any individuals identity.

2.3 Release. In the event that you have a dispute with one or more Donors or Payers, you release Stewardship Technology (and our officers, directors, agents, subsidiaries, joint ventures, resellers, value added resellers and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

2.4 No Warranty. WE, OUR EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Stewardship Technology shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner and but we make no representations or warranties regarding the amount of time needed to complete processing because our Service is largely dependent upon many factors outside of our control, such as delays in the banking system. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

2.5 Limitation of Liability. IN NO EVENT SHALL WE, OUR EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICE, VALUE ADDED RESELLERS, OUR APPLICATION PROGRAMMING INTERFACE (API), OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

2.6 Indemnification. You agree to indemnify and hold Stewardship Technology, affiliates, officers, directors and employees, resellers, and value added resellers harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.

2.7 Liability for Violations of the Acceptable Use Policy. If you engage in the prohibited behavior as defined in sections 4.10 and 5.2. or violate the Acceptable Use Policy, Stewardship Technology will terminate your account.

You and Stewardship Technology agree that the damages that Stewardship Technology may sustain as a result of the behavior outlined above will be substantial, including (without limitation) fines and other related expenses from its payment processors and service providers, but may be extremely difficult and impracticable to ascertain. In the event that you engage in such activities, Stewardship Technology may take legal action against you to recover losses.

You further understand that, if you use the Service in a manner that violates this Agreement or the Acceptable Use Policy, Stewardship Technology may incur substantial liability and/or suffer significant damages, including (without limitation) fines and other related expenses from its payment processors and service providers. By selling goods or services (including access to content) in contravention of the Acceptable Use Policy or the Restricted Activities, you acknowledge liability to Stewardship Technology for any and all damages suffered by Stewardship Technology. Without limiting the foregoing, you agree to reimburse Stewardship Technology for any and all costs, expenses, and fines levied on Stewardship Technology by its

payment processors and/or service providers as a result of your activities.

You agree that, if either you or Stewardship Technology commences litigation or arbitration in connection with this section, the prevailing party is entitled to recover reasonable attorneys' fees and any other costs incurred in such proceeding in addition to any other relief to which the prevailing party may be entitled.

3. Fees. All fees are set forth in the Fee Schedule (see Exhibit A) supplied to the Non-Profit. All fees will be assessed in U.S. dollars. To be eligible for an account, you must be legally permitted to enter into this agreement and hold a valid United States bank account.

4. Receiving Donations or Payment.

4.1 ACH and Credit Card Funded Payments. The only accounts that can receive Automated Clearing House (ACH) and credit card funded donations or payments are Non-Profit accounts. **By accepting an ACH or credit card donation or payment, you agree that you are responsible for the payment if it is reversed.** If such reversal occurs on an ACH or credit card funded donation or payment made to your account during the hold period, we will cancel the transfer of the funds to your settlement account. If such reversal occurs on an ACH or credit card funded payment or donation made after the transfer of the funds to your settlement account we will reverse the transfer and debit your settlement account to pay for the reversal of the transaction. If there are insufficient funds in your settlement account, you agree to reimburse Stewardship Technology through other means.

4.2 Removal of Expired Cards. We may notify your Donors/Payers in the event that their credit cards will soon or has expired. Any scheduled donations or payments shall be canceled in the event that a credit card expires or is deleted from our Service.

4.3 ACH Reversals and Credit Card Charge Backs. Initiating an ACH Reversal or a Credit Card Charge Back may result in the inactivation of that bank account or credit card. A Charge Back or Return Fee shall be debited from the Non-Profits bank account as a result of an ACH Reversal or a Credit Card Charge Back.

4.4 Returned Entries Stewardship Technology will apply returned Entries to your account when they are received. All returns will be processed and available through the Web software or by other means as agreed to by the Stewardship Technology and the Non-Profit. A Return Fee shall be debited from the Non-Profits bank account as a result of an ACH Return.

4.5 Refused Payments. When a donation or a payment is sent to a Non-Profit through our Service, if the funds are not accepted or we are unable to complete the transfer to the Non-Profit within 30 days after the donation or payment was sent, then the funds will be returned to the sender via a credit to the account used to make the original donation or payment. If we are unable to credit the original account a check will be issued and sent to the address on record.

4.6 Obtaining Authorizations.

(a) Paper Authorization Form Entries: You will obtain a signature authorization from a Customer/Accountholder prior to asking us to process an Entry.

(b) Return Item Entries: You will obtain a signature authorization prior to asking us to charge the Customer the state's allowable fee for NSF checks.

(c) Record Retention: You will comply with STEWARDSHIP TECHNOLOGY's requests for record retention and signature authorization. You grant to us or our designee the right to audit these authorizations and your record retention compliance, at your expense. You shall retain Paper Authorization Forms for seven years from the date of the transaction. At the request of Stewardship Technology, you shall provide such information to Stewardship Technology within five (5) days of receipt of a request. Failure to meet such time frame or non-delivery of any item or delivery of an illegible copy of an item requested by an Issuer shall constitute a waiver by the Non-Profit of any claims and may result in an irrevocable Returns or Chargeback for the full amount of the Transaction.

4.7 Representations. Non-Profit represents and warrants with respect to all entries process on its behalf that: (a) EACH donor/payer has authorized the debiting and/or crediting of his/her, (b) EACH entry is for an amount agreed to by the donor/payer, (c) EACH entry is in accordance with the rules of Stewardship Technology, PCI and NACHA, and properly authorized in all other respects. You agree to defend, indemnify, and hold Stewardship Technology and all its agents harmless for any losses, liabilities, costs or expenses we incur as a result of any breach of these representations and warranties. You shall cease initiating Entries immediately upon receiving actual or

constructive notice of the termination or revocation by the Receiver of authority.

4.8 Regulatory Compliance. You will use its best efforts, & bears the final responsibility to ensure that your policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH and Credit Card Transactions of any kind. Stewardship Technology is very concerned that you remain compliant to the rules and regulations regarding ACH Transactions. You are encouraged to consult your counsel regarding compliance of authorization and payment procedures whenever there is any doubt about compliance. It is understood that Stewardship Technology is solely a Data Processor and therein not required to be licensed by any Federal, State or Local government. Stewardship Technology must and will comply with all rules and regulations governing ACH transactions and Credit Card Transactions.

4.9 Originating Transactions. Stewardship Technology will use the information provided by you or your donors/payers to originate entries through the ACH network or to process credit card transactions. You understand that Stewardship Technology may reject Entries for any reason permitted or required in the Rules and Regulation. You also understand that an Entry may be rejected by Stewardship Technology or its origination may be delayed if the Entry would cause Stewardship Technology to knowingly violate any Federal Reserve or other regulatory risk control program or any law or regulation. At your request, Stewardship Technology will make reasonable efforts to reverse or delete an Entry, but Stewardship Technology will have no responsibility for the failure of Stewardship Technology or any other person or entity to comply with your request. All requests MUST be in writing and emailed, faxed, delivered or mailed to Stewardship Technology.

4.10 Prohibited Credit Card Transactions. You shall not do any of the following with respect to any Transaction:

- (a) Impose a surcharge on a Cardholder who elects to use a Card in lieu of payment by cash, check or other mode of payment;
- (b) Charge a Cardholder more than the amount the Cardholder would pay if payment were made by cash or check;
- (c) Establish a minimum or maximum dollar Transaction amount;
- (d) Obtain multiple Authorizations for amounts less than the total sale amount;
- (e) Obtain Authorization for purposes of setting aside Cardholder's credit line for use in future sales;
- (f) Extend credit for or defer the time of payment of the total cash price in any Transaction;
- (g) Honor a Card except in a Transaction where a total cash price is due and payable;
- (h) Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;
- (i) Transmit or accept for payment any Transaction that was not originated directly between you and a Cardholder;
- (j) Honor or accept a Card as payment for any legal services or expenses arising out of or related to: (i) the defense of any crime other than a traffic violation; (ii) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (iii) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;
- (k) Use a Non-Profit owned Card, or one to which the Non-Profit has access, to process a Transaction for the purpose of obtaining credit for Non-Profits own benefit;
- (l) Redeposit a previously charged Transaction, regardless of whether the Cardholder consents;
- (m) Initiate a Transaction credit without a balance in the Operating Account equal to the credit;
- (n) Use the equipment or any data received thereon for any other purpose other than for determining whether or not Non-Profit should accept checks or Cards in connection with a current sale or lease of goods or services;
- (o) Use the equipment or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement;
- (p) Draw or convey any inference concerning a person's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card or check is processed as non-accepted;
- (q) Disclose any information obtained through the equipment to any person except for necessary disclosures to affected Cardholders, Bank and/or the Issuer;
- (r) Add any tax to Transactions unless applicable law expressly requires that Non-Profit be permitted to impose a tax. Any tax, if allowed, must be included in the Transaction amount and not collected separately;
- (s) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Non-Profit;
- (t) Disburse funds in the form of cash;
- (u) Accept a Card to collect or refinance an existing debt;
- (v) Issue a transaction credit in respect of goods or services acquired in a cash transaction which are returned; or

(w) Make any cash refund to a Cardholder who has made a purchase with a Card. All transaction credits will be issued to the same Card account number as the sale.

4.11 Recovery of Credit Cards. You will use your best efforts to reasonably and peaceably recover and retain any Card for which you receives notification of cancellation, restrictions, theft or counterfeiting. This notice may be given: (i) electronically through the equipment; (ii) by the Authorization Center through any means; or (iii) by listing on any canceled Card or restricted Card list. You shall also take reasonable steps to recover a Card which it has reasonable grounds to believe is counterfeit, fraudulent or stolen.

4.12 Customer Complaints. You shall respond promptly to inquiries from donors/payers and shall resolve any disputes amicably. If unresolved disputes occur with a frequency unacceptable to Stewardship Technology, Stewardship Technology may terminate this Agreement. Stewardship Technology reserves the right to charge you reasonable fees and reimbursement on account of excessive Bank Account Holder or Cardholder inquiries, refunds, Charge Backs or NSF Returns. You agree to maintain the following information in writing with respect to each claim or defense asserted by a donor/payer for which you have received notice:

- (a) The Cardholder's name;
 - (b) The Card account number;
 - (c) The date and time the Cardholder asserted the claim or defense;
 - (d) The nature of the claim or defense; and
 - (e) The action that you took in an attempt to resolve the dispute.
- Upon request, you shall furnish Stewardship Technology with this information in writing within 10 days.

4.13 Tax Receipts. You agree to indemnify and hold Stewardship Technology, affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your misuse or errors in tax receipts obtained from the service. Stewardship Technology makes every effort to ensure all Non-Profits are registered 501(c)3 charities but we make no actual or implied guarantee that donations will be deductible on federal tax return. Any questions regarding the federal tax code and the ability for your donors to deduct donations made to you should be directed to the IRS or your tax advisor.

5. Your Information and Restricted Activities.

5.1 Definition. "Your Information" is defined as any information you provide to us, donation or payment process or other features of our Service. You are solely responsible for Your Information.

5.2 Restricted Activities. Your Information and your activities (including your donation or payments and receipt of donation) through our Service shall not: (a) be false, inaccurate or misleading; (b) be fraudulent; (c) consist of providing yourself a cash advance from your credit card (or helping others to do so); (d) be related in any way to gambling and/or gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools); (e) violate Services Acceptable Use Policy; (f) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (g) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising); (h) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (i) be obscene or contain pornography of any type; (j) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or (k) create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers. (l) Using the Service in violation to PCI or NACHA rule, regulation, or standard. (m) Using the Service to receive payments for any sexually oriented or obscene materials or services. (n) Using the Service to receive payments for any narcotics, other controlled substances, steroids or prescription drugs.

If you use, or attempt to use the Service for purposes other than sending and receiving donations or payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

5.3 License. Solely to enable Stewardship Technology to use the information you supply, so we are not violating any rights you might have in that information, you agree to grant us a non-

exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. Stewardship Technology will use and protect Your Information in accordance with our Privacy Policy.

5.4 Trademarks. stewardshiptechnology.com, Stewardship Technology, egsgnetwork.com, EGS Network, and all related logos, products and services described in this website are either trademarks or registered trademarks of Stewardship Technology, Inc., Independent Sales Originations, Resellers, or its licensors, and (aside from the circumstances described below) may not be copied, imitated or used, in whole or in part, without the prior written permission of Stewardship Technology. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of the Service and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Stewardship Technology.

Notwithstanding the above, HTML logos provided by Stewardship Technology Website Donation features, or API, may be used without prior written consent for the purpose of directing web traffic to the Service. These Logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to Stewardship Technology or the Service. Logos may not be displayed in any manner that implies sponsorship or endorsement by Stewardship Technology. The Service is a donation and payment service, and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

6. Access and Interference. Our web site contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Service or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is proprietary or is licensed to Stewardship Technology by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content (except for Your Information) from our web site without the prior expressed written permission of Stewardship Technology or the appropriate third party. If you use, or attempt to use the Service for purposes other than sending and receiving donations or payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

7. Privacy and Security. We do not sell or rent your personal information to third parties for any purpose. We only use Your Information as described in the Privacy Policy. The protection of your privacy is very important to us. We understand clearly that you and Your Information are one of our most important assets. We store and process Your Information on computers located in the United States that are protected by physical as well as technological security devices. You should only log in to your account on a page which begins with <https://www.egsgnetwork.com/> or a page that you trust. All of our pages begin with <https://www.egsgnetwork.com/> and therefore you should not use any other site that does not begin as such. We use third parties to verify and certify our privacy principals. Our current Privacy Policy is available at <https://www.egsgnetwork.com>. If you object to your information being transferred or used in this way, please do not use our Services.

8. Terms

8.1 Terms This Agreement shall become effective when all parties sign this Agreement form to which this Agreement is attached and, unless sooner terminated, shall remain in effect for a term of one (1) year. This Agreement shall renew automatically for successive terms of one (1) year each, unless any party provides written notice of termination to the other parties at least 30 days prior to the end of the then-current term.

8.2 Termination or Closing Your Account. Stewardship Technology may terminate this Agreement upon at least 30 days' prior written notice to the Non-Profit. In addition, Stewardship Technology may terminate this Agreement without notice to Non-Profit if the Non-Profit is found to be in violation of any term in this agreement. Any such notice of termination by Bank is effective upon mailing. You may close your account at the end of the Term by contacting Stewardship Technology at least 30 days prior to the end of the then-current term. Upon closure of an account, any pending

transactions will be cancelled. Any funds that we are holding in custody for you at the time of closure, less any applicable fees, will be paid to you by ACH or check at the discretion of Stewardship Technology. Stewardship Technology's authority will remain in full force and effect until either (a) 180 days after Stewardship Technology has received written notification from Non-Profit of the termination of this agreement to provide Stewardship Technology and/or its Designated Service Provider/s reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of Non-Profit to Stewardship Technology that have arisen under this agreement have been paid in full, including, but not limited to, those obligations described in this agreement. This obligation extends to such entries in said account concerning lease, rental, or purchase agreements for P.O.S. terminals and/or accompanying equipment and/or check processing fees and/or guarantee fees. (c) Wherein a Non-Profit is processing bankcard transactions with Stewardship Technology and request that ACH services also be rendered, this agreement, whether signed or not, is considered legally binding on all parties involved.

You will remain liable for all obligations related to your account even after such account is closed. If you do not access your account for a period of two years, it may be terminated. After the date of termination, we will use the information you provided to try to send you any funds that we are holding in custody for you. If that information is not correct, and we are unable to complete the payment to you, your funds will be subject to applicable state laws regarding escheat of unclaimed property.

9. Remedies and Stewardship Technology's Right to Collect From You. Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, immediately warn you of your actions, limit funding sources and donation and payments, limit access to an account and any or all of the account's functions, indefinitely suspend or close your account and refuse to provide our Services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your account or activities pose a significant credit or fraud risk to us; (d) we believe that your actions may cause financial loss or legal liability for you, our users or us; or (e) your use of your account is deemed by Stewardship Technology, Visa, MasterCard, American Express or Discover to constitute abuse of the credit card system or a violation of credit card rules, including (without limitation), using the Service to test credit card behaviors. Even if they have been recorded as completed in the Recent Activity or History Transaction Log of your account, transactions are not considered completed until the funds have been charged to the customer's funding source (for payments) or posted to the customer's bank account. In addition, Stewardship Technology reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds. If we close your account, we will provide you notice and pay you all of the funds held in your account. Additionally, to secure your performance of this Agreement, you grant to Stewardship Technology a lien on and security interest in your account. In addition, you acknowledge that Stewardship Technology may setoff against any accounts you own for any obligation you owe Stewardship Technology at any time and for any reason allowed by law. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. Stewardship Technology may consider this Agreement as your consent to Stewardship Technology's asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to and apart from any other rights.

10. Availability. While Stewardship Technology makes every effort to maintain a true 24x7x365 service, Stewardship Technology makes no service level warranties to any customer. The maximum remedy for any customer shall not exceed the cost of a single day of service for each day service is unavailable.

11. Assignability. You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of Stewardship Technology. Stewardship Technology reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

12. Legal Compliance. You shall comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Services.

13. Notices

13.1 Electronic Communications. You agree that this Agreement constitutes "a writing signed by You" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement and any other agreements,

notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from Stewardship Technology in electronic form. Electronic Communications may be posted on the pages within the website and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. Stewardship Technology reserves the right but assumes no obligation to provide Communications in paper format.

13.2 Credit Report. You agree that Stewardship Technology may order and review your credit report with the sole purpose of assessing your fitness to hold an account and/or your ability to use the Service or features thereof.

13.3 Procedure. Except as explicitly stated otherwise, any notices shall be given by postal mail to Stewardship Technology, Inc, P.O. Box 987, Mount Vernon, OH 43050 or to our online message center or the email address you provide to Stewardship Technology during the registration process (in your case). Notice shall be deemed given 24 hours after posted or email is sent, unless the sending party is aware that the electronic communication was not received. Alternatively, we may give you notice by mail to the address provided to Stewardship Technology during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

14. Legal Disputes. In the event a dispute arises between you and Stewardship Technology, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Stewardship Technology agree that any controversy or claim at law or equity that arises out of this Agreement or Stewardship Technologies services ("Claims") shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, Stewardship Technology strongly encourages users first to contact Stewardship Technology directly to seek a resolution. Stewardship Technology will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.

14.1 Arbitration. For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, you or Stewardship Technology may elect to resolve the dispute through binding arbitration conducted by telephone, on-line, and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS, in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14.2 Court. Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in Knox County, Ohio or where the defendant is located (in Stewardship Technologies case, Mount Vernon, Ohio, and in your case, your home address or principal place of business). You and Stewardship Technology agree to submit to the personal jurisdiction of the courts located within the county of Knox, Ohio.

14.3 Alternative Dispute Resolution. Stewardship Technology will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in Knox County, Ohio or another location mutually agreed upon by the parties.

14.4 Violations of Section 14. All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the party first to assert a Claim, either through a court filing or commencement of arbitration. Should either party file an action contrary to this Section 14, the other party may recover attorneys' fees and costs up to \$1,000.00 USD, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.

15. General. This Agreement is governed by and interpreted under the laws of the state of Ohio, U.S. as such laws are applied to agreements entered into and to be performed entirely within Ohio by Ohio residents. Notwithstanding the foregoing sentence, the Federal Arbitration Act ("FAA"), and all of its rules and procedures, shall govern Section 16 hereof, to the extent that the FAA is inconsistent with Ohio law. We do not guarantee continuous, uninterrupted or secure access to our service, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and

the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Stewardship Technology, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement and the documents it incorporates set forth the entire understanding between us with respect to the subject matter hereof. Sections (3) Fees, (2.4) Release, (8) Access and Interference, (2.6) Limitation of Liability, (2.7) Indemnity, and (16) Legal Disputes shall survive any termination or expiration of this Agreement.

16. Amendments to this Agreement. From time to time we may amend this Agreement as follows:

16.1 Amendment to Cards and/or Services. Stewardship Technology may amend or delete Cards or Services listed in *Exhibit A* by notifying you in writing of any such amendment. All provisions of this Agreement shall apply to Cards or Services added to this Agreement. Stewardship Technology shall notify you of the fees to be charged for processing the additional Cards and Services. Continued use of the Service after Stewardship Technology has sent you notice of an amendment shall constitute your agreement to the amendment and the fees or charges related to these additions.

16.2 Amendment to Fees and Charges. From time to time, Stewardship Technology may change all rates, fees and charges set forth on *Exhibit A*. Stewardship Technology will provide written notice to you of all such amendments. All new rates, fees and charges will become effective for the month immediately following the month in which the notice appeared on the Non-Profit Statement that is available online or was sent by mail.

16.3 Amendments to all other Provisions. Stewardship Technology may amend this Agreement in any manner other than as described in Section 16.1 or 16.2 above simply by providing written notice of such amendment to you, and such amendment shall become effective on the latter of: (i) the date on which such written notice is received by you; or (ii) a date specified by Stewardship Technology in such written notice.

17. Disclosures. The Services are offered by Stewardship Technology Inc., located at P.O. Box 987, Mount Vernon, OH 43050. If you are an Ohio resident, you may have this same information emailed to you by sending a letter to the address above with your email address and a request for this information.

ACCEPTED USE

This Accepted Use Policy has been enacted by Stewardship Technology to identify acceptable and unacceptable uses of the Service. This Accepted Use Policy is part of the User Agreement; therefore by using the Service you accept and agree to be bound to this policy. Stewardship Technology reserves the right to revise the Accepted Use Policy at any time. Services provided by Stewardship Technology may not be used for any unacceptable or illegal activity. Stewardship Technology reserves the right to take preventative or corrective actions to protect itself and its users. Engaging in any unacceptable or illegal activities will result in the termination of your account, funds involved in the unacceptable or illegal activity may be forfeited by the user, and the user will not be eligible for refunds of fees paid to use the service. Users who have violated the Accepted Use Policy are not permitted to create a new account of any kind.

Any dispute as to the enforcement of this policy by Stewardship Technology may be made directly to Stewardship Technology in writing and mailed to Stewardship Technology, Inc, Attn: Accepted Use Policy Dispute, P.O. Box 987, Mount Vernon, OH 43050. To report any unacceptable or illegal activity that violates the Accepted Use Policy, email support@stewardshiptechnology.com.

SIGNATURE PAGE

Non-Profit Merchant Application Acceptance

By executing this Non-Profit Merchant Application ("Agreement") on behalf of the Non-Profit, the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Agreement is true, correct and complete as of the date of this Agreement, and that such individual(s) have the requisite corporate power and authority to complete and submit this Agreement and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Non-Profit and individually; (ii) acknowledge(s) that the information contained in this Agreement is provided for the purpose of obtaining, or maintaining a Non-Profit Merchant Account with STEWARDSHIP TECHNOLOGY, INC on behalf of the Non-Profit; (iii) authorize STEWARDSHIP TECHNOLOGY to investigate the credit of the Non-Profit and each person listed on this Agreement; and (iv) agree, on behalf of the Non-Profit and in the event this Agreement is accepted and executed by STEWARDSHIP TECHNOLOGY, INC, to all of the terms and conditions set forth in the Agreement attached and the Fee Schedule. By executing this Agreement, STEWARDSHIP TECHNOLOGY, INC accepts this Application, and agree to all of the terms and conditions set forth in the Agreement and the Fee Schedule.

Non-profit Organization:

Stewardship Technology, Inc

Principal 1: _____ Date: _____
(Signature of Officer/Owner)

By: _____ Date: _____

Principal 2: _____ Date: _____
(Signature of Officer/Owner)

Name and Title: _____

Agreement Acceptance

By signing below, the parties acknowledge they have read and agree to the terms of the Agreement. If the non-profit organization is a corporation, its proper Corporate Officers must sign. This Agreement may be signed by one or more counterparts and all signed agreements shall be considered as one.

Non-profit Organization:

Stewardship Technology, Inc

Principal 1: _____ Date: _____
(Signature of Officer/Owner)

By: _____ Date: _____

Principal 2: _____ Date: _____
(Signature of Officer/Owner)

Name and Title: _____

EXHIBIT B – ADDITIONAL DOCUMENTS

**INCLUDE ON A SEPRATE PAGE A COPY OF
ARTICLES OF INCORPORATION
AND/OR IRS 501(C)3 DETERMINATION LETTER**

ATTACH COPY OF PRINCIPAL'S DRIVERS LICENSE HERE
(or on a separate page)

**NOTE: Please attach a copy of the Drivers License for all Principals
listed on the first page of this agreement.**

**NOTE: PLEASE ENLARGE COPIES OF DRIVER'S LICENSES 3
TIMES FOR FAXED APPLICATIONS.**

DRIVERS LICENSES MUST BE READABLE

ATTACH VOIDED CHECK HERE
(or on a separate page)

**A voided check from your checking account must be included in this application
(Do not use a deposit ticket or temporary check)**