

Payment Gateway Addendum

1. Services.

1.1 MemberClicks will provide the Payment Gateway and/or Merchant Account services (together, the "Payment Gateway Services") to Client and its members in accordance with this Addendum and the Pass Through Terms pursuant to Section 7 of this Addendum, as amended from time to time at the sole discretion of MemberClicks. Following a successful enrollment through the VeriSign Online Partner Center or Registration Page, MemberClicks will make the Payment Gateway Services available to Client.

1.2 Although MemberClicks will make commercially reasonable efforts to make the Payment Gateway Services available to Client and its members, MemberClicks does not represent that services will never be suspended, relocated, terminated, or temporarily unavailable.

2. Fees.

Client agrees to pay the fees associated with Payment Gateway Services as listed on the Payment Gateway fee schedule found at <http://www.memberclicks.com>, as amended from time to time at the sole discretion of MemberClicks.

3. Client Disqualification.

Notwithstanding any other provision of this Agreement, in the event Client breaches its obligations under this Addendum, including but not limited to the Pass Through Terms, MemberClicks, in its discretion, shall be excused from providing the Payment Gateway Services in whole or in part and may revoke any existing Payment Gateway Services.

4. Privacy.

Client acknowledges and agrees that in the course of providing the Payment Gateway Services, MemberClicks and/or its third party provider ("Third Party Provider") will capture Client's personal and identifiable information (collectively, the "Data"). MemberClicks and/or the Third Party Provider shall capture only the Data that is required and necessary to provide the Payment Gateway Services. MemberClicks and/or the Third Party Provider shall not disclose Data to other third parties or use the Data, except that MemberClicks and/or the Third Party Provider shall have the rights (i) to use the Data as necessary to provide the Payment Gateway Services (including distributing the Data to third parties providing necessary support services for the Payment Gateway Services); (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes; and (iii) to provide the Data as required by law or court order, or to defend MemberClicks' and/or the Third Party Provider's rights in a legal dispute. MemberClicks and Client agree that all Client's Data shall be jointly owned by MemberClicks and/or the Third Party Provider.

5. Effect of Termination.

Upon the expiration or termination of this Addendum or the Agreement, the Third Party Provider may, but is not required to, continue to provide the Payment Gateway Services that have been purchased prior to the termination date for the validity periods thereof, provided that upon termination, Client is not in breach of this Addendum or the Agreement.

6. Indemnity.

Subject to the indemnification procedures in the General Terms and Conditions, Client will indemnify, defend and hold harmless MemberClicks, its officers, directors, agents and employees, from and against any and all claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees), either arising out of or relating to (i) the sale or use of any product or services sold by Client, (ii) claims brought or damages suffered by any Financial Institution, member, customer, or prospective customer of Client relating to Client's or its agents' misuse of the Payment Gateway Services, (iii) claims by credit card holders that their credit cards were charged by Client without authorization; (iv) Client's breach of the Pass Through Terms; or (v) MemberClicks' and/or the Third Party Provider's revocation of Payment Gateway Services pursuant to Section 3 ("Client Disqualification").

7. Pass Through Terms.

The Third Party Processor requires that Client agree to the contractual terms applicable to its purchase and use of Payment Gateway Services as specified by the Third Party Processor ("Pass Through Terms") as set forth in Exhibit "A" to this Payment Gateway Addendum, which is incorporated by reference. Defined terms used in the Pass Through Terms shall be strictly limited to use within and interpretation of the Pass Through Terms and shall not be construed as to modify the General Terms and Conditions, General Billing Policies, Order Form, and any applicable Addenda other than this Payment Gateway Addendum.

8. Interpretation.

This Addendum is only a part of the entire Agreement between Client and MemberClicks. The Agreement consists of the General Terms and Conditions, along with the General Billing Policies, the Order Form, and any applicable Addenda. Any term not otherwise defined in this Addendum shall have the meaning specified in the Agreement. For purposes of the Pass Through Terms, "VeriSign." shall be considered the Third Party Provider.

Exhibit A to Payment Gateway Addendum (the "Addendum")

A. Definitions.

" Add-On Service" shall mean an additional service for use in conjunction with the Services that are subject to additional fees and additional terms and conditions governing use. If applicable, the terms and conditions for Add-On Services that are made generally available to merchants by VeriSign and for which you enroll are set forth in Exhibit C Attachment 1 attached hereto and incorporated herein.

" Financial Institution" shall mean one or more of VeriSign's pre-approved banks or financial institutions, which has agreed to evaluate and provide merchant accounts to enable merchants to perform online payment transactions using the Services.

" Services" shall mean the VeriSign's Payflow Link® or Payflow Pro® services used by Merchant and any Add-On Services specifically described in the Terms. Current descriptions of the Payflow Link® and Payflow Pro® services can be found at the URL: <http://www.verisign.com/payment/payflow.html> (for the Payflow Link services) or <http://www.verisign.com/payment/payflowpro.html> (for the Payflow Pro services).

" Software" shall mean the object code version of VeriSign's client Software Development Kit ("SDK"), HTML code, application programming interfaces (APIs), related documentation and other client software or code which VeriSign provides to Merchant, including updates, to enable VeriSign to provide the Services to Merchant. Unless otherwise specified, Software shall not include any source code. The Software is proprietary to VeriSign and is licensed to Merchant under a separate SDK License Agreement at the time of download.

" Transaction" shall mean information related to the purchase of goods and services from Merchant by a third party. Specifically a Transaction is an authorization, delayed capture, sale or credit data transmission between VeriSign and its back end processors.

B. Merchant Obligations.

Merchant shall be solely responsible for:

1. Establishing, hosting and maintenance of its Web site(s) and its connection to the Internet (the "Merchant Web Site(s)"), fulfilling all orders for products and services sold by Merchant to its users on the Merchant Web Site(s) or otherwise, including without limitation transmitting Merchant's registration information and Transaction data to VeriSign servers via the VeriSign web site and ensuring that the data transmitted in conjunction with the Services and for enrollment for the Services is accurate, complete and in the form as requested by VeriSign, and is not corrupted due to Merchant's systems. Merchant is also responsible for reviewing the Transactions in its account on a regular basis and notifying VeriSign promptly of suspected unauthorized activity through its account;

2. Unless the VeriSign authorized reseller is responsible for such function, displaying a web page to users purchasing products or services from Merchant that provides the user with an acknowledgement that a Transaction has been completed and secured by VeriSign (the "Acknowledgment Page"). Merchant agrees that in addition to Merchant's branding on the Acknowledgment Page, the Acknowledgment Page will include the relevant VeriSign logo, provided by VeriSign to Merchant, such logo to be a hypertext link to the URL: (the "VeriSign Site") or other web site reasonably designated by VeriSign, and the text "VeriSign has routed, processed and secured your payment information. More information about VeriSign". The underlined text shall also be a hypertext link to the VeriSign Site or other site designated by VeriSign. Merchant agrees that the VeriSign Logo and the foregoing text will appear at the top of the Acknowledgment Page (but below Merchant's branding) and users will not be required to scroll left, right, up or down to view the VeriSign Logo or such text. VeriSign hereby grants Merchant the rights to use the relevant VeriSign Logo, name and link to the VeriSign Site as necessary to carry out the obligations of this section 3.2 and in accordance with any trademark usage guidelines on VeriSign's web site or as provided to Merchant by VeriSign from time to time upon reasonable notice.

3. Establishing and maintaining a commercial banking relationship with one or more Financial Institutions. The terms of such relationship shall be determined solely by Merchant and the Financial Institution and will not necessarily reflect or incorporate terms that VeriSign may have separately and independently negotiated with Financial Institutions;

4. Keeping its user name and password confidential. Merchant shall notify VeriSign immediately upon learning of any unauthorized use of its user name or password;

5. Maintaining commercially reasonable business practices in conjunction with use of the Services, ensuring the security and privacy of its customer data and complying with all applicable laws and regulations with respect to its use of the Services. Merchant represents and warrants that it shall comply with all applicable privacy, consumer and other laws and regulations with respect to its (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data; and (iii) use of the Services; and

6. Updating to the most current Software and comply with VeriSign requests for reasonable action on Merchant's part, to the extent necessary, to maintain security and integrity of the Services.

7. Services. Subject to the provisions of the Terms, and provided VeriSign receives payment for the applicable Services from the VeriSign authorized reseller on Merchant's behalf, VeriSign agrees to (i) provide to Merchant the Services requested and used by Merchant, including without limitation the transmission of Transaction information to financial processors with whom VeriSign has established a relationship, and (ii) provide Merchant with access to standardized reports regarding Merchant's Transactions processed using the Services and certain reporting tools to assist Merchant in

accounting activities. VeriSign hereby grants to Merchant the right to access and use the Services in accordance with the Terms.

8. Changes to Services. VeriSign may modify the Services from time to time in VeriSign's reasonable discretion and upon reasonable electronic or written notice to Merchant, provided that such modifications shall not materially diminish the functionality of the Services.

9. Support. Unless otherwise agreed in writing by VeriSign, Merchant shall obtain customer support from its VeriSign authorized reseller.

10. Termination. VeriSign may suspend the performance of the Services (i) following ten (10) days prior electronic or written notice (including an overdue invoice) if Merchant is violating applicable law, perpetrating fraud or causing (or failing to fix) a security breach relating to the Services, failing to respond to an inquiry from VeriSign concerning the accuracy or completeness of the information Merchant is required to provide pursuant to this Agreement or if VeriSign reasonably suspects fraudulent activity on Merchant's payment services account; and (ii) on (1) day's written or electronic notice if it reasonably believes Merchant is sending data that corrupts or jeopardizes VeriSign's computer systems or Merchant's financial processor or Financial Institution with which Merchant has a merchant account requires such suspension. VeriSign may terminate the Agreement on thirty (30) days prior written or electronic notice if Merchant is in breach of the Agreement (if such breach is not cured within such 30-day period). Additionally, VeriSign may immediately suspend the Services to Merchant, without prior notice, until VeriSign has received the fees due for the applicable Services. In the event that the VeriSign authorized reseller with which Merchant has entered into a business relationship for the Services ceases to be an authorized reseller of VeriSign, Merchant may continue to access the Services as mutually agreed by Merchant and VeriSign. Notwithstanding the foregoing, the provisions of Sections 7 and 9-13 will survive any termination of this Agreement.

11. Other Services. Merchant's use of VeriSign services other than those paid for by Merchant directly to VeriSign or to an authorized reseller of VeriSign shall be subject to Merchant's payment of additional fees, and Merchant will be invoiced for the standard fees associated with such services. Invoices are payable net-30 days from date of receipt by Merchant. This includes "Add-On Services".

12. Warranty Disclaimer. VERISIGN MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED PURSUANT TO THE TERMS, AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED BY VERISIGN. MERCHANT ACKNOWLEDGES THAT VERISIGN HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY OR WITHOUT COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE SERVICES.

13. Indemnification. Merchant will indemnify, defend and hold harmless VeriSign, its officers, directors, agents and employees, from and against any and all claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees), either arising out of or relating to (i) the breach of any representation or warranty by Merchant, (ii) the sale or use of any product or services sold by Merchant, (iii) claims brought or damages suffered by any Financial Institution, customer, or prospective customer of Merchant relating to Merchant's or its agents' misuse of the Services or (iv) the breach of the Terms or any representation or warranty by Merchant.

14. Limitation of Liability. Merchant acknowledges that VeriSign is not a financial or credit reporting institution. VeriSign is responsible only for providing data transmission to effect certain payment authorizations for Merchant and is not responsible for the results of any credit inquiry, the operation of web sites of ISPs or Financial Institutions or the availability or performance of the Internet, or for any damages or costs Merchant suffers or incurs as a result of any instructions given, actions taken or omissions made by Merchant, Merchant's financial processor(s), Merchant's Financial Institution or any ISP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VERISIGN HAVE ANY LIABILITY TO MERCHANT OR ANY OTHER THIRD PARTY FOR ANY LOST OPPORTUNITY OR PROFITS, INJURY TO ANY CUSTOMER RELATIONSHIP, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THE TERMS, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY CASE, VERISIGN'S ENTIRE LIABILITY UNDER ANY PROVISION OF THE TERMS SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL OF THE FEES PAID TO VERISIGN ON BEHALF OF MERCHANT FOR THE SERVICES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15. Privacy. VeriSign will capture certain transaction and user information (collectively, the "Data"). You agree to provide to VeriSign, and VeriSign shall capture, only the Data that is required by the Payment Software and is necessary for VeriSign to provide the Services. VeriSign shall not disclose Data to third parties or use the Data, except that VeriSign shall have the rights (i) to use the Data as necessary to perform the Services contemplated in the Terms (including distributing the Data to third parties providing services requested by you); (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes; and (iii) to provide the Data as required by law or court order, or to defend VeriSign's rights in a legal dispute.

16. Miscellaneous. The Terms shall be governed by the laws of the State of California, U.S.A. (irrespective of its choice of law principles). The parties agree that the Terms are made and performed in Santa Clara County, California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms. If any provision of the Terms shall be deemed invalid or unenforceable, in whole or in part, the Terms shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. Neither party will be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of the Terms at a subsequent time. Only a writing signed by VeriSign may amend any provision of the Terms. The relationship of VeriSign and Merchant is that of independent contractors. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation. No provisions of the Terms are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party. Notwithstanding the foregoing, VeriSign's suppliers of Services delivered hereunder shall enjoy the same disclaimers of warranty, limitations on liability and similar exculpatory provisions with respect to such product(s), as does VeriSign. The Terms constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the products and services licensed and/or used by Merchant hereunder, including without limitation any Add-On Services; except for written agreements between Merchant and its VeriSign authorized reseller relating to the Services excluding any Add-On Services. Merchant acknowledges and agrees that it shall not import, export, or re-export directly or indirectly, any commodity, including Merchant's products incorporating or using any VeriSign products in violation of the laws and regulations of any applicable jurisdiction.

Internet Merchant Account Pass Through Terms.

A. MeS Service Description. The MeS Services includes the Merchant e-Solutions Internet Merchant Account ("IMA") and an on-line virtual application process for the IMA, hosted by MeS that is integrated into the VeriSign enrollment process for those Customers registering for the VeriSign Payment Services that desire to enroll for an IMA.

B. Merchant Responsibilities. Merchant shall be solely responsible for Merchant e-Solutions Internet Merchant Account Services (the "MeS Services").

C. Limitations. Merchant acknowledges and agrees that VeriSign shall not be responsible for providing the MeS Services or any customer support for its MeS Services. VeriSign's sole responsibility is to provide Merchant a hyperlink to the Merchant eSolutions web site for the on-line application process for the MeS Services and the sales and marketing collateral provided by Merchant eSolutions that VeriSign is permitted to sublicense or distribute to Reseller.

D. Warranty Disclaimer. VERISIGN MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE MeS Services, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. MERCHANT ACKNOWLEDGES THAT VERISIGN HAS NOT REPRESENTED OR WARRANTED THAT THE MeS Services WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY OR WITHOUT INFILTRATION OR COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE MeS Services.

E. Limitation of Liability. IN NO EVENT WILL VERISIGN HAVE ANY LIABILITY TO MERCHANT OR ANY OTHER THIRD PARTY FOR (i) DIRECT DAMAGES OR (ii) LOST OPPORTUNITY OR PROFITS, INJURY TO ANY COMPANY RELATIONSHIP, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF ANY AGREEMENT RELATING TO THE MeS Services, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Recurring Billing Service (RCB) Pass Through Terms.

A. Introduction. In the Additional Terms, "Merchant", "you" and "your" refer to each customer ("Merchant") and its designated agents, including your administrative contact, and "VeriSign", "we", "us" and "our" refer collectively to VeriSign, Inc. and its wholly owned subsidiaries ("VeriSign"). When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional VeriSign service(s) or to modify or cancel your VeriSign service(s) (even if we were not notified of such authorization), the Additional Terms as amended covers any such service or actions. Additionally, you agree that the administrative contact for any services provided to you is your agent with full authority to act on your behalf with respect to such services, including (but not limited to) the authority to terminate, transfer (where transfer is permitted by the Additional Terms), or modify such services, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Mountain View, California.

B. Service Agreement. To the extent that these Additional Terms conflict with the terms of the Merchant Services Agreement you entered into directly with VeriSign or the applicable services agreement you entered into with or through an authorized VeriSign reseller in order to access and use the VeriSign Payflow Link® services or the Payflow Pro®

services (both the "Agreement"), the terms of the Additional Terms shall prevail with respect to the Recurring Billing Service. Subject to the above, the Agreement shall govern your use of the add-on services described herein. All capitalized terms used but not defined in the Additional Terms shall have the same meaning as provided in the Agreement.

C. DEFINITIONS.

"Recurring Billing Service" means the service provided by VeriSign's scheduled payment solution that enables you to automatically bill your customers on regular intervals.

"Transaction" shall mean information related to the purchase of goods and services from Merchant by a third party. Specifically a Transaction is an authorization, delayed capture, sale or credit data transmission between VeriSign and its back end processors.

D. MERCHANT OBLIGATIONS.

1. Merchant agrees, and hereby represents and warrants, that prior to processing any recurring transactions using VeriSign's Recurring Billing Service, Merchant will have entered into written agreements with its card holder customers (1) confirming the card number and current expiration date; (2) providing an overview of how the recurring billing will operate; (3) stating the term of the contract, in particular the period the card will be billed and the frequency that the card will be charged

2. Merchant shall be solely responsible for:

i. Obtaining all necessary approvals required from each customer authorizing Merchant to bill such customer's credit card account. Merchant hereby represents and warrants that Merchant has the authorization to bill its customers' credit card accounts in the manner, for the amounts and for the period of time indicated by Merchant at the time Merchant enrolls for VeriSign's Recurring Billing Service.

ii. Complying with all applicable bank and credit card rules with respect to recurring billing of consumers' credit cards. Merchant hereby represents and warrants that Merchant has complied with all applicable bank and credit card rules in billing its customers' credit card and in its use of the VeriSign Recurring Billing Service.

iii. Providing accurate information regarding the credit cards to be billed, the amounts, the billing cycles, billing period and any other information requested by VeriSign that is necessary to properly process such Transactions.

iv. Monitoring its VeriSign account, regardless of the features VeriSign may offer in connection with the Recurring Billing Service, ensuring that the information is current and accurate and reviewing the transactions periodically to determine if they have been properly submitted. Merchant agrees to notify VeriSign promptly if it notices any discrepancy between information Merchant provided and the transactions submitted.

v. Indemnifying VeriSign and its representatives, officers, directors and employees from and against any claims by credit card holders that their credit cards were charged by Merchant without authorization.

E. FEES AND PAYMENT TERMS. Merchant shall pay either directly to VeriSign or, if enrolled through a VeriSign authorized reseller, to the authorized reseller, the fees described in these enrollment pages or as otherwise provided in writing by VeriSign or the VeriSign authorized reseller concurrent herewith.

F. TERM AND TERMINATION. The Additional Terms will commence on date that you accept the terms of the Additional Terms, as indicated by your clicking the "Agree to Terms" button at the end of the terms and will continue in effect through the term of the Agreement, unless terminated earlier or suspended according to the provisions herein or of the Agreement. In addition to the termination provisions of the Agreement, VeriSign may terminate the Additional Terms and all rights granted to Merchant to use the Recurring Billing Service if Merchant breaches any of the terms in the Additional Terms following ten (10) days prior written notice to Merchant, unless Merchant is able to cure the breach within such 10-day period.

VeriSign Fraud Protection Services Pass Through Terms.

A. INTRODUCTION.

1. Introduction. In the Additional Terms, "Merchant", "you" and "your" refer to each customer ("Merchant") and its designated agents, including your administrative contact, and "VeriSign", "we", "us" and "our" refer collectively to VeriSign, Inc. and its wholly owned subsidiaries ("VeriSign"). When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional VeriSign service(s) or to modify or cancel your VeriSign service(s) (even if we were not notified of such authorization), the Additional Terms as amended covers any such service or actions. Additionally, you agree that the administrative contact for any services provided to you is your agent with full authority to act on your behalf with respect to such services, including (but not limited to) the authority to terminate, transfer (where transfer is permitted by the Additional Terms), or modify such services, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Mountain View, California.

2. Service Agreement. To the extent that these Additional Terms conflict with the terms of the Merchant Services Agreement you entered into directly with VeriSign or the applicable services agreement you entered into with or through an authorized VeriSign reseller in order to access and use the VeriSign Payflow Link® services or the Payflow Pro® services (both the "Agreement"), the terms of the Additional Terms shall prevail with respect to the Fraud Protection Services. Subject to the above, the Agreement shall govern your use of the add-on services described herein. All capitalized terms used but not defined in the Additional Terms shall have the same meaning as provided in the Agreement.

B. DEFINITIONS.

"Fraud Protection Services" means the account and transaction security tools developed or provided by VeriSign to enable merchants to manage and help reduce the risk of fraud for their online business. The Fraud Protection Services are more fully described in the VeriSign Fraud Protection Services merchant enrollment pages and user documentation.

C. Fraud Protection Services and Account Monitoring Services. Only eligible merchants, as defined in the applicable Fraud Protection Services enrollment and/or user documentation, are authorized to use the Fraud Protection Services. Merchant agrees to comply with the following terms as applicable to the specific Fraud Protection Services and/or Account Monitoring Services licensed by Merchant:

1. Use of Services. Merchant agrees, and hereby represents and warrants that Merchant shall (A) use the Fraud Protection Services in accordance with the applicable user guides and other documentation; and (B) not use or permit others to use information obtained through the use of the VeriSign Fraud Protection Services for any purpose other than in conjunction with the Services and in a manner described in the documentation for the Services.
2. Setting Preferences. Merchant shall be solely responsible for setting preferences for the VeriSign Fraud Protection Services. It is solely Merchant's responsibility to determine which Transactions it will accept or reject based on the authentication information provided by VeriSign. Merchant shall not reject a Transaction unless, based on various combinations of authentication information, Merchant reasonably determines that the individual requesting the Transaction is likely not the consumer he is representing himself to be.
3. Account Monitoring. Merchant understands, acknowledges and agrees that VeriSign does not guarantee that the VeriSign Account Monitoring services will discover or prevent all non-valid, fraudulent transactions, and that VeriSign shall not be responsible for any non-valid transaction that is processed unless otherwise explicitly provided elsewhere in the Agreement.
4. Dispute Resolution. Merchant acknowledges that in addition to VeriSign's other permitted uses of the Data; VeriSign shall have the right to provide Data to Financial Institutions and card associations for the purposes of dispute resolution.
5. Best Practices. The Risk and Security "best practices" suggestions features of the VeriSign Fraud Protection Services are solely for illustrative purposes to show best industry practices, and Merchant shall be solely responsible for choosing the settings and parameters for the VeriSign Fraud Protection Services. Merchant shall not rely on the examples provided by VeriSign, and VeriSign is not responsible to Merchant for Merchant following such best practices suggestions.
6. IP Address Verification Components. The following additional restrictions apply. Except as permitted in the applicable documentation for the Services, Merchant shall not:
 - a. Modify, recast or create derivative works of any information obtained using the IP Address Verification components of this service;
 - b. Publicly display, upload or post any information obtained using the IP Address Verification components or transmit, broadcast or otherwise transfer such information to any other party;
 - c. License, sell, transfer or provide access to information obtained using the IP Address Verification components of the Services; and
 - d. Use, or authorize any third party to use, the information obtained using the IP Address Verification components to provide geo-location services to third parties.
7. High Risk Filters. VeriSign's licensors of third party products or services used by Merchant as part of the High Risk Filters components of the Fraud Protection Services shall be considered third party beneficiaries of the Agreement and shall have the right to enforce Merchant's compliance with the Agreement.
8. Service Downtime. VeriSign shall use reasonable efforts to notify Merchant (electronically or via a Services user interface) if the Fraud Protections Services are unavailable for a significant period of time.
9. Account Monitoring. Merchant acknowledges that VeriSign does not represent or warrant that the Account Monitoring Service is error free or that it will identify all fraudulent activity. VeriSign shall not be liable to Merchant if VeriSign incorrectly identifies a transaction as fraudulent. Merchant shall be responsible for taking all final actions on transactions that have been identified by VeriSign as potentially fraudulent. VeriSign shall use commercially reasonable efforts to monitor and internally investigate and report on potentially fraudulent activity.
10. Buyer Authentication. In the event that the card associations modify their buyer authentication programs, VeriSign will use commercially reasonable efforts to update the Fraud Protection Services at the next major release of the Fraud Protection Services that VeriSign makes generally available.
11. Third Party Components. VeriSign shall have the right to modify, substitute or remove third party components of the Fraud Protection Services on thirty (30) days prior written or electronic notice, provided that Merchant may terminate this Agreement following proper notice to VeriSign in the event that such removal materially diminishes the functionality of the Fraud Protection Services.
12. Deactivation. If Merchant elects to downgrade from a premium service to a basic service, Merchant shall be responsible for clearing and resetting all parameters in the Fraud Protection Services. If the Fraud Protection Services are terminated, VeriSign shall have the right to immediately upon termination cancel Merchant's access to the Fraud Protection Services. It is Merchant's responsibility to clear all settings and download all reports prior to the effective date of any such termination.

D. FEES AND PAYMENT TERMS. Merchant shall pay either directly to VeriSign or, if enrolled through a VeriSign authorized reseller, to the authorized reseller, the fees described in these enrollment pages or as otherwise provided in writing by VeriSign or the VeriSign authorized reseller concurrent herewith.

E. TERM AND TERMINATION. The Additional Terms will commence on date that you accept the terms of the Additional Terms, as indicated by your clicking the "Agree to Terms" button at the end of the terms and will continue in effect through the term of the Agreement, unless terminated earlier or suspended according to the provisions herein or of the Agreement. In addition to the termination provisions of the Agreement, VeriSign may terminate the Additional Terms and all rights granted to Merchant to use the Fraud Protection Services if Merchant breaches any of the terms in the Additional

Terms following ten (10) days prior written notice to Merchant, unless Merchant is able to cure the breach within such 10-day period.

F. Prevailing Terms. Except where the terms in the Additional Terms conflict with any terms of the Agreement solely with respect to the Fraud Protection Services, the terms of the Agreement shall remain in full force and effect and shall govern your use of the Fraud Protection Services.

American Express Direct Processing Pass Through Terms.

A. Merchant shall be solely responsible for:

1. Access Via Ecommerce Application. You understand and agree that if you install a third party eCommerce application or your own custom integration on your web site through which you access the VeriSign Direct Processing services, it is your responsibility to comply with or select an eCommerce application that complies with the most current American Express standards and operational requirements. In addition, it is your responsibility to keep your systems in good working order and to repair and correct any deficiencies, errors, or defect promptly during the term of this Agreement if notified by VeriSign or American Express that such repair is necessary for the VeriSign Direct Processing services to operate properly and in accordance with American Express requirements. VeriSign will promptly notify you of American Express required changes to your system. You understand and agree that your failure to perform these functions may result in your inability to process such transactions through VeriSign or in VeriSign or American Express suspending or terminating your right to access the VeriSign Direct Processing services.
2. Inability to Access Service. You agree to notify VeriSign immediately of online processing problems, including but not limited to providing VeriSign's customer service department with notice within forty-eight (48) hours of your using voice authorizations for your transactions that you would otherwise send through VeriSign's online payment services gateway.
3. In no event shall VeriSign be liable for transaction processing and other services performed by American Express.

Need further Assistance?

Call us at 1.800.500.8381

or email: support@memberclicks.com

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