



VISA CONSUMER AUTHENTICATION SERVICE ISSUER PARTICIPATION AGREEMENT

This Visa Consumer Authentication Service Issuer Participation Agreement (the "**Agreement**") is entered into as of the Effective Date listed above between CardinalCommerce Corporation, a Delaware corporation with its principal place of business at 8100 Tyler Boulevard, Suite 100, Mentor, Ohio 44060 ("**Cardinal**"), PayPal, Inc., a Delaware corporation, with its principal place of business at 2211 North First Street, San Jose, CA 95131, and **PayPal Pte. Ltd.**, a Singapore corporation located at 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore ("**Issuer**" or "**PayPal**") and, together with Cardinal collectively, the "**Parties**," and each individually, a "**Party**"). This Agreement must be executed by an authorized officer of Issuer. Once completed, Issuer may return it to Cardinal by emailing a scanned version to contracts@cardinalcommerce.com. Receipt of the executed Agreement is required for Issuer to participate in the Visa Consumer Authentication Service (the "**Service**").

RECITALS

- A. Cardinal has consumer authentication technology which confirms the identity of a cardholder during an e-commerce transaction and/or can provide a probability-based risk assessment of the legitimacy of such transaction.
- B. Issuer wishes to engage Cardinal and Cardinal wishes to provide its consumer authentication technology services to support Issuer's payer authentication service-offering.

DEFINITIONS

For the purposes of this, the following words shall have the following meanings.

"**Affiliates**" means any respective entity that Controls, is Controlled by or is under common Control of the Parties of this Agreement.

"**Applicable Privacy Law**" means all relevant national, federal, state and other data protection or privacy laws, rules and regulations that apply to the Processing of PayPal Personal Information.

"**Control**" means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person (a) by means of the holding of shares, or the exercise of voting powers, in relation to that or any other body corporate, or (b) by virtue of any powers conferred by the conditional or corporate documents regulating that or any other body corporate or any other document.

"**Data Subject**" means a natural person identified, or identifiable, by their Personal Data.

"**Effective Date**" means the date of the last signature of this Agreement.

"**PayPal Personal Data**" means the Personal Data of (i) customers of PayPal or its Affiliates, (ii) board members, directors, managers and employees of PayPal or its Affiliates, and (iii) third parties with whom PayPal or its Affiliates has, or may potentially develop a commercial relationship (such as commercial partners and contractors)

"**Personal Data**" means any information that can directly or indirectly identify a natural person such as name, an identification number, location data, an online identifier, or to one or more factors specific to the individual's physical, physiological, genetic, mental, economic, cultural or social identity.

"**Regulator**" means any regulatory agency to PayPal Inc. and its Affiliates is accountable to as part of any licensing obligations in all or part of the territory where that Group entity operates. These agencies include, but are not limited to, the Australian Prudential Regulation Authority ("**APRA**"), Australian Securities and Investments Commission ("**ASIC**"), European Central Bank ("**ECB**"), Commission de Surveillance du Secteur Financier ("**CSSF**"),

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