



GOLFNOW MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

In connection with the Terms and Conditions (<https://www.golfbusinesssolutions.com/about/terms-and-conditions>), Privacy Policy (<https://www.nbcuniversal.com/privacy/>) and other agreements (collectively, the "Terms of Use Agreement") you have entered into with GolfNow, LLC ("Provider"), Vantiv, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer(s)") may provide you ("Sub-merchant") with certain payment processing services ("Acquirer Services") in accordance with the terms of this Sub-Merchant Agreement ("Agreement"). For the avoidance of doubt, the Acquirer Services are not part of the services provided by Provider under the Terms of Use Agreement. The term "Service", as used in this Agreement, refers solely to the services provided by Provider under the Terms of Use Agreement.

In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to (i) enter into a direct relationship with an entity that is a member of the Associations and (ii) agree to comply with Operating Regulations (defined below) and Association rules as they pertain to applicable credit and debit card payments. By entering into this Agreement, Sub-merchant is fulfilling the Association rule of entering into a direct relationship with a Member of the Associations; however, Acquirers understand that Sub-merchant has contracted with Provider to obtain certain processing services.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities

Sub-merchant agrees to participate, and to cause third parties acting as Sub-merchant's agent ("Agents"), to participate in the Associations in compliance with, and subject to, the by-laws, operating regulations and/or all other rules, policies and procedures of the Associations (collectively "Operating Regulations"). Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will

fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: (i) the minimum transaction amount does not differentiate between card issuers; (ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a (i) department, agency or instrumentality of the U.S. government; (ii) corporation owned or controlled by the U.S. government; or (iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 7992, 7997, 5812 –public golf course, private golf course or restaurant.; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions

Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view



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when mailed, (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), (iii) request or use an account number for any purpose other than as payment for its goods or services, (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, (vi) submit any transaction receipt for a transaction that was previously charged back to the acquirers and subsequently returned to Sub-merchant, irrespective of cardholder approval, (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, (viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Sub-merchant, or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

In addition, Sub-merchant may not submit or knowingly permit any cardholder or other user of the Service to submit any transaction that is illegal or that Sub-merchant should have known is illegal, including but not limited to transactions involving pornography, money laundering, or financing terrorist activities. Sub-merchant agrees to comply with any and all instructions Provider gives Sub-merchant from time to time regarding payment processing provided hereunder. Sub-merchant agrees that Provider may investigate and audit Sub-merchant's compliance with this Agreement from time to time, and Sub-merchant agrees to cooperate fully with Provider in any investigation or audit. Sub-merchant acknowledges and agrees that this paragraph is a material obligation of this Agreement.

3. Rates and Settlement

Acquirer's current rates for the Acquirer Services are as set forth in Exhibit A – Fee Schedule attached hereto. For the avoidance of doubt, Sub-merchant shall be fully and solely liable for any and all chargebacks, including any excessive chargebacks.

Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, Provider will provide funding instructions to Acquirer, and Acquirer will then fund Sub-merchant through Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") and/or Provider through Provider's designated demand deposit account ("Provided Designated Account") as directed. As applicable, Acquirer will debit the Provider Designated Account and/or Sub-merchant-Owned Designated Account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant.

Acquirer, in its sole discretion, may change the following at any time for any reason upon providing Sub-Merchant with thirty (30) days written notice:

- The blended rate or any other rates charged for the Acquirer Services
- The frequency of settlement
- The chargeback fee
- The rates for any additional surcharges

4. Term and Termination

Sub-merchant agrees to provide Provider with such information as Provider may request in order to confirm that Sub-merchant is eligible to use the Acquirer Services, and Sub-merchant agrees that all information Sub-merchant provides to Provider for that purpose will be accurate and complete. In addition, Sub-merchant will furnish to Provider from time to time, promptly upon Provider's request, (i) a list of the current addresses of all Sub-merchant's offices, (ii) a list of all assumed business names (d/b/a's) used by Sub-merchant, and



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(iii) a list of all products and services provided by Sub-merchant.

Sub-merchant acknowledges that even though Sub-merchant signs up for the payment processing feature of the Service, Sub-merchant is not guaranteed use of that feature of the Service. The payment processing feature will not be available to Sub-merchant unless and until Provider has confirmed that Sub-merchant is eligible to use the Acquirer Services and this Sub-Merchant has become binding on all parties, as set forth in the paragraph below. If that occurs, the services of Provider and Acquirer described herein will be part of the Service and will be provided to Sub-merchant subject to and in accordance with the Terms of Use Agreement; provided that, if there is any conflict between the terms of this Agreement and the Terms of Use Agreement, then to the extent such terms apply to payment processing, the terms of this Agreement shall control.

This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirers and Provider, on the date Acquirers accept this Agreement by issuing a merchant identification number, and shall terminate when Provider's Terms of Use Agreement with Sub-merchant terminates.

Notwithstanding the foregoing, Acquirers may immediately cease providing Acquirer Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirers when due, (ii) in Acquirers' opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations, or any applicable state, federal, or local laws, rules, and regulations ("Laws"), (iii) Acquirers believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer's agreement with Provider terminates, or (v) Acquirers or Providers are required to do so by any of the Associations.

Further, Provider may terminate this Agreement at any time, in Provider's sole discretion, without prior notice to Sub-merchant. If this Agreement is terminated by any party hereto, the provisions of section 3 above will continue to apply until Sub-merchant has paid all amounts owed to Acquirer and/or Provider in respect of

the Acquirer Service provided by Provider prior to termination.

5. Indemnification and Limits of Liability

Sub-merchant agrees to provide Acquirers, via a communication with Provider, with written notice, specifically detailing any alleged breach by Acquirer of this Agreement, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such failure or error. Acquirers shall bear no liability and have no obligations to correct any errors resulting from Sub-merchant's failure to comply with the duties and obligations of the preceding sentence.

Sub-merchant shall indemnify and hold harmless Acquirers, and their directors, officers, employees, affiliates, and agents from and against all proceedings, claims, demands, losses, liabilities, damages and expenses resulting from or otherwise arising out of (i) the Acquirer Services in this Agreement, (ii) Sub-merchant's or Sub-merchant's employees and agents acts or omissions in connection with the Acquirer Services provided pursuant to this Agreement, (iii) any infiltration, hack, breach, or violation of the processing system resulting from, arising out of, or in any way related to Sub-merchant's ability to use of the Acquirer Services provided herein including but not limited to Sub-merchant's use of an Agent or any other third party processor or system or (iv) any issue between Sub-merchant and Provider. This indemnification shall survive the termination of the Agreement. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirers arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirers, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirers have any liability to Sub-merchant with respect to this Agreement or the Acquirer Services. Sub-merchant acknowledges Acquirers are only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirers are not liable for any action or failure to act by Provider, and that Acquirers shall have no liability



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whatsoever in connection with any products or services provided to Sub-merchant by Provider.

6. Special MasterCard Terms

As used in this Section 7: (i) "Corporation" means MasterCard International Incorporated, Maestro International Inc., and their subsidiaries and affiliates; (ii) "Interchange System" means the computer hardware and software operated by and on behalf of the Corporation for the routing, processing, and settlement of transactions; (iii) "Marks" means the names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols, and marks that the Corporation owns, manages, licenses, or otherwise controls and makes available for use by authorized entities in accordance with the Standards, and "Mark" means any one of the Marks; and (iv) "Standards" means the Amended and Restated Certificate of Incorporation and the bylaws, operating rules, regulations, policies, and procedures of the Corporation, including but not limited to any manuals, guides or bulletins, as may be amended from time to time.

Sub-merchant acknowledges and agrees: (i) Sub-merchant will comply at all times with all applicable Standards, as amended from time to time; (ii) the Corporation is the sole and exclusive owner of the Marks, and Sub-merchant will not contest the ownership of the Marks for any reason; (iii) the Corporation may at any time, immediately and without advance notice, prohibit the Sub-merchant from using any of the Marks for any reason; and (iv) the Corporation has the right to enforce any provision of the Standards and to prohibit the Sub-merchant and/or Provider from engaging in any conduct the Corporation deems could injure or could create a risk of injury to the Corporation, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Corporation's "confidential information" (as defined in the Standards), or both; and Sub-merchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.

Sub-merchant agrees that Provider may require any changes to Sub-merchant's website or otherwise that Provider deems necessary or appropriate to ensure that Sub-merchant remains in compliance with the Standards governing the use of the Marks.

In addition to the termination provisions set forth in Section 4, this Agreement will automatically and immediately terminate if the Corporation de-registers Provider or if an Acquirer ceases to be approved by the Corporation for any reason or if such Acquirer fails to have a valid license with the Corporation to use any Mark accepted by Sub-merchant. Further, Provider, at its discretion or at the direction of an Acquirer or the Corporation, may terminate the Agreement immediately for activity deemed to be fraudulent or otherwise wrongful by Provider, an Acquirer, or the Corporation.

In the event of any conflict or inconsistency between any provision of this Agreement and the Standards, the Standards will govern as to any transaction involving the Corporation or its cards.

7. Miscellaneous

This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio for Acquirer and its Member Bank, and Florida for Provider, without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of both Acquirers and Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. Acquirers and/or Provider may amend this Agreement upon notice to Sub-merchant. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Banks shall be Fifth Third Bank, an Ohio Banking Corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Banks are party to this Agreement. The Member Banks may be changed, and their rights and obligations assigned to another party by Acquirers at any time without notice to Sub-merchant.



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This Agreement was last modified on April 3, 2019

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's and Provider's authorized representatives as of the date set forth below.

SUB-MERCHANT:

BY:

NAME:

TITLE:

DATE:

ADDRESS:

PROVIDER: GolfNow, LLC

BY:

NAME:

TITLE:

DATE:

ADDRESS: 7580 Golf Channel Drive
Orlando, FL 32819



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Exhibit A

Fee Schedule

Card Present Transactions*	2.75% + 10 cents per transaction
Card Not Present Transactions*	2.90% + 30 cents per transaction
Chargebacks	\$10 per chargeback

*Card present and Card Not Present transactions are as defined/categorized by the card issuers