



## SPECIFIC TERMS -- PAYMENTS FUNCTIONALITY

1. **Definitions.** Any capitalized terms that are not otherwise defined herein shall have their respective meanings set forth in the Master Services Agreement or the Master Subscription Agreement entered into between TNS (or its affiliate) and Customer (as amended from time to time, the “**Agreement**”), if any.

2. **TNS Payments.** The inbound electronic payments functionality (the “**Payments Functionality**”) is made available to Customer, subject to the Agreement, the Sub-Merchant Agreement and these Specific Terms. In the event of any conflict between the Agreement and these Specific Terms, these Specific Terms shall control with respect to the Payments Functionality.

3. **Prohibited Activities.** Customer shall not use the Payments Functionality (i) in violation of any applicable laws, regulations, ordinances, rules, standards, guidelines, policies and procedures, including, without limitation, the rules and regulations of Visa, MasterCard, American Express and other applicable payment networks and PCI-DSS, (ii) other than for the bona fide sale of products or services by Customer, or (iii) to assist or participate in any illegal activity or other activities identified as a prohibited activity from time to time by TNS, the applicable third party payment facilitator or any other third party supplier involved in the Payments Functionality. A list of such prohibited activities may be made available to Customer upon request. Without limiting the foregoing, Customer may not use the Payments Functionality if Customer (a) appears as a Listed Terrorist Entity in accordance with the Anti-Terrorism Act (Canada), (b) is subject to sanctions associated with terrorist activity or a prohibition relating to financial services under the United Nations Act (Canada), (c) is deemed a listed entity as defined in subsection 83.01(1) of the Criminal Code (Canada), (d) is subject to a prohibition on financial or related services under the Special Economic Measures Act (Canada), (e) appears on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List (U.S.), (f) or its affiliates have been previously terminated from receiving card processing services from the applicable third party payment facilitator or its affiliates for cause, or (g) is not both domiciled and resident in the United States or Canada.

4. **Required Notices.** Customer shall immediately notify TNS of any (i) likely or actual insolvency or bankruptcy event affecting Customer, (ii) change in Customer’s ownership, name, structure, federal tax ID number or business, (iii) potentially adverse events or circumstances affecting Customer, (iv) change in the nature of Customer’s products or services or method of selling such products or services, (v) information included by Customer in its Customer Application or other applications submitted to TNS or the applicable third party payment facilitator in connection with the Payments Functionality ceases to be true, accurate, current and complete at any time, and (vi) violation of Section 3 above.

5. **Termination.** Notwithstanding anything to the contrary, Customer’s access to and use of the Payments Functionality shall immediately terminate in the event the Agreement or the applicable Order Form expires or terminates for any reason. TNS shall have no liability due to any termination described in this Section 5.

6. **Miscellaneous.** Except as expressly set forth above, the parties agree that these Specific Terms shall not release, waive, impair or limit any of the parties’ rights, remedies, obligations or liabilities under the Agreement, and the parties hereby reaffirm each of their covenants and obligations under the Agreement. TNS may update or replace these Specific Terms from time to time. The most current version of these Specific Terms is incorporated into the Agreement by reference and deemed a part thereof.

**Last Updated:** August 17, 2023

*\*For the most current version of these Specific Terms, please see [www.tnsinc.com/legal](http://www.tnsinc.com/legal) or submit a request to TNS to obtain a copy in another reasonable form.*