



Recurring Billing Database Liability Waiver

MERCHANT NAME ("MERCHANT")

MERCHANT ID NUMBER

TERMINAL ID NUMBER

TERMS AND CONDITIONS; ACKNOWLEDGEMENT

Heartland Payment Systems, LLC ("Heartland") and the entity identified above are parties to that certain Merchant Processing Agreement (the "**Agreement**"), the terms of which are incorporated herein by this reference. Heartland maintains and stores in an area of its computer system network ("**Vault**") credit and debit cardholder data, which may include full magnetic stripe or the primary account number of the applicable credit or debit card ("**Card**"), which data may identify the issuer and the particular cardholder account ("**PAN**") and also may include the Card expiration date (collectively, the "**Cardholder Data**") and Card transaction processing information and authentication and authorization data, which system and segment directly attaches to or supports cardholder processing, storage, or transmission for Merchant ("**Cardholder Data Environment**"). Merchant requests that Heartland provide Merchant (via secure email transmission) the Cardholder Data previously provided by Merchant and/or Merchant's customers to Heartland. In connection therewith, Merchant shall fully comply with all with all rules and regulations of the applicable card associations, including, without limitation, Visa® U.S.A., Visa® International, MasterCard® International, Inc., the Payment Card Industry Council's Data Security Standard ("**PCI-DSS**"), or any similar person, firm, or association that operates a national or international card system, as may be applicable (collectively, the "**Regulations**"); such rules and regulations, including but not limited to masking PAN when displayed (the first six and last four digits are the maximum number of digits to be displayed). Merchant expressly acknowledges and agrees that Heartland cannot and will not be held responsible for the security of any Cardholder Data once provided to Merchant. In connection herewith, and in addition to any indemnification obligations in the Agreement, Merchant agrees to and shall indemnify Heartland and its respective affiliates, and their respective officers, directors, partners, members, employees, agents, representatives, successors and permitted assigns and hold them harmless against any loss, liability, damage or expense which they may suffer or sustain, as a result of any nonfulfillment or breach of any covenant, agreement or other provision of hereof by Merchant and any claim or suit brought against any of the indemnified parties at any time after the date of this Agreement arising from or relating to, in whole or in part, Heartland's performances under this Agreement and the transfer of Cardholder Data from Heartland's Vault to Merchant. By signing below, Merchant expressly agrees to the terms and conditions outlined herein in connection therewith.

X

OWNER/OFFICER SIGNATURE

PRINT NAME

DATE

TITLE

EMAIL ADDRESS