



PAYMENT SERVICES ADDENDUM

TO PAYGAMI SERVICES AGREEMENT

This Payment Services Addendum (this “Addendum”) is dated as of _____, 2021 (“Addendum Effective Date”) and is made part of the Paygami Services Agreement dated as of _____, 20__, as amended to date and as may be further amended (the “Agreement”) by and between Accounting Integrators, LLC (dba Paygami) (“Paygami”) and _____ (the “Management Company”). Capitalized terms used in this Addendum without definition have the meanings given elsewhere in the Agreement.

1. **GENERAL.** Paygami and Management Company agree that this Addendum shall govern Management Company’s access to and obligations with respect to the processing of credit card, prepaid card and debit card (each a “Card”) payments, ACH payments, other non-cash payments (each such payment, a “Transaction”) through a third party payment provider. The Transaction processing services and related services are referred to collectively as the “Payment Services”. Management Company acknowledges and agrees that Paygami may provide Management Company with access to Payment Services available through RevoPay (or other third party payment provider designated by Paygami) that facilitates Community Association’s receipt of services pursuant to the terms of this Addendum including Exhibit A attached hereto and hereby made a part hereof. Management Company acknowledges and agrees that Paygami will have access to certain information regarding Transactions, which it may use for purposes related to this Addendum, the Agreement, the Payment Services or as required by or allowed under Payment Network Rules. Management Company agrees that it and the Community Associations shall only access the Payment Services via the System. Management Company hereby agrees to comply with all applicable Payment Network Rules and the policies and procedures Paygami may provide to Management Company from time to time regarding Management Company’s use of the Payment Services. Management Company acknowledges and agrees that its and Community Associations’ access to and use of the Payment Services shall at all times be subject to the terms of the Agreement. As used herein, “Payment Network” means any private payment network association, such as the National Automated Clearing House Network (“NACHA”) and credit/debit card payment associations used for Transactions and the term “Payment Network Rules” means the rules and regulations established by any Payment Network.
2. **DESIGNATED ACCOUNT.** Management Company represents and warrants that it has been authorized by its Community Associations that desire to access the Payment Services to access and use such Payment Services in accordance with this Addendum and to provide the authorizations contained herein. Management Company will provide the necessary details via the System for the community association bank accounts at Partner Bank (or other bank acceptable to Paygami in its sole discretion) into which it wishes settlement funds be received and from which fees listed on Exhibit A (“Fees”), Deductions, and other liabilities may be deducted (the “Designated Account”). Management Company will promptly notify Paygami in advance of any change to its Designated Account. Management Company acknowledges that it will take several business days for Paygami to implement the changes to the Designated Account and that Management Company is liable for any costs, losses and liabilities incurred due to Management Company’s failure to so notify Paygami of any Designated Account changes.
3. **CHARGEBACKS, REFUNDS, FINES, NSF, FEES AND LIABILITIES.** Management Company acknowledges and agrees that the Community Association may be subject to reversals of previously settled Card transactions (“Chargebacks”), nonsufficient funds fees, and to fees, charges, fines, costs, assessments, damages, liabilities, and amounts imposed as a result of its failure to comply with the terms of this Addendum, the Agreement, any Payment Network Rules, or any state, federal, or local laws, rules, or regulations (“Laws”) (collectively, “Deductions”). Paygami has a right to set-off against any settlement funds owed to Community Association, all Deductions and other amounts owed by Community Association under this Addendum, the Agreement or the Payment Network Rules. If Community Association elects to make refunds of Transactions, Community

Association is solely responsible for such amounts and all fees relating thereto. All such refunds, Deductions, Fees and other amounts will be deducted from funds otherwise payable to Community Association in accordance with Exhibit A. If a cardholder or payor disputes a Transaction, if a Transaction is charged back for any reason, or if the processor reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from the Designated Account. Management Company, on behalf of itself and Community Association, is solely responsible for, and will indemnify, defend and hold harmless Paygami from and against, any and all data privacy incidents and data security breaches it or Community Association experiences from its own systems or processes and resulting in any fraudulent transactions. In the event amounts owed by Community Association to Paygami pursuant to this Addendum exceed funds owed to Community Association in settlement, Community Association must upon notice immediately pay all amounts owed directly to Paygami, and Paygami reserves the right to recover such funds directly from Community Association via ACH from the Designated Account. Community Association's obligation to pay amounts owed to Paygami will survive the expiration or termination of this Addendum or the Agreement for any reason.

4. **CERTIFICATIONS.** Management Company represents and warrants that it and each of its Community Associations (a) is legally registered with the Secretary of State of its formation and any other required agency; (b) has a federal tax ID and 501(c) IDs (to the extent applicable), which will be provided to the processor prior to processing any Transactions; (c) only submit Transactions for legitimate fees due to Management Company or its Community Associations (as applicable); and (d) the Community Associations are all known to Management Company and are considered to be in good standing. Management Company agrees that any fees charged to a consumer or customer in connection with the Payment Services will (i) comply with applicable Laws and the Payment Network Rules, and (ii) be clearly disclosed to such consumer or customer in compliance with applicable Laws and Payment Network Rules.
5. **TERMINATION AND SUSPENSION.** This Addendum is effective as of the Addendum Effective Date. Upon the expiration or termination of the Agreement, this Payment Services Addendum shall automatically terminate and Management Company and Community Association will cease using the Payment Services. In addition to the termination rights contained in the Agreement, Paygami may (i) terminate this Addendum upon termination of the agreement between the processor and Paygami; or (ii) suspend the Payment Services or terminate this Addendum if: (A) Paygami determines, in its sole discretion, that Management Company's use (or Community Association's use) of the Payment Services may pose a threat to the security or performance of the System or may be in violation of Payment Network Rules or may be illegal; or (B) Paygami withdraws such Payment Services or part thereof from all of its management company customers.
6. **INFORMATION; REPRESENTATIONS AND WARRANTIES.** Management Company represents and warrants that all information provided to Paygami is and will remain throughout the term of this Addendum, true and correct in all respects. Paygami may require Management Company to provide updated information regarding it or Community Association upon Paygami's request from time to time. Management Company will promptly notify Paygami prior to any change in its or Community Association's legal name, organizational structure, ownership, principals, a change to the Designated Account, or the filing of a bankruptcy or similar proceeding by or against it, and any failure to so notify Paygami of such event shall constitute grounds for termination of this Addendum or the Agreement. Management Company also hereby authorizes, on behalf of Community Association, Paygami or its designee to obtain, and grants Paygami the limited power of attorney to obtain, information regarding the Designated Account (including, without limitation, account balance and activity at any given time). Management Company further represents and warrants that its execution of and performance under this Addendum (i) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including its governing documents or any agreement with any third party; (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and (iii) that the person signing this Addendum on Management Company's behalf is duly authorized to do so.
7. **COMPLIANCE; DATA SECURITY.**

- (a) Management Company shall comply (and shall cause its Community Associations, employees, agents, and subcontractors to comply) with all laws, orders, rules and regulations applicable to Management Company's business (or Community Associations' business, as applicable) and the payment Transactions to be made using the System in connection with the performance of the Payment Services under this Agreement. Management Company will comply, and will cause Community Associations to comply, with all laws, orders, rules and regulations applicable to Management Company's request for and Management Company's and the Community Associations' receipt and use of the Payment Services. Each party shall also comply (and shall cause its employees, agents, and subcontractors to comply) with the Payment Network applicable to the Payment Services.
 - (b) Management Company agrees to comply, and to cause Community Associations to comply, with all applicable Laws. Without limiting the foregoing, Management Company agrees that it will fully comply, and will cause Community Associations to fully comply, with any and all anti-money laundering laws and regulations.
 - (c) Management Company agrees to, and shall cause Community Association to, only complete sales or assessment Transactions produced as the direct result of bona fide sales or approved assessments made or levied by Community Association to payors, 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 Management Company or Community Associations, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.
 - (d) Management Company must report immediately to Paygami all instances of a data security Incident experienced by Management Company or Community Association, and in no case later than twenty-four (24) hours after discovery of the incident.
 - (e) Pursuant to Section 6050W of the Internal Revenue Code, Paygami, its processor or acquirer is required to file an information return for each calendar year reporting all Transactions with payees occurring in that calendar year. Accordingly, the Community Association may receive a Form 1099-K report on its gross Transaction amounts for each calendar year. Failure to provide a valid taxpayer identification number will result in termination of the Payment Services.
8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PAYGAMI, THE PROCESSOR, THE ACQUIRER, OR ANY PAYMENT NETWORK, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE TO MANAGEMENT COMPANY OR COMMUNITY ASSOCIATION FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THE PAYMENT SERVICES OR ANY DAMAGES WHATSOEVER RESULTING FROM THE MANAGEMENT COMPANY'S OR COMMUNITY ASSOCIATIONS' MISUSE OF THE PAYMENT SERVICES.
9. **AUTHORITY TO EXECUTE DOCUMENTS AND BIND COMMUNITY ASSOCIATION.** Management Company agrees that: (a) it has a written agreement with the Community Association whereby it is authorized to execute agreements on Community Association's behalf pursuant to a validly existing and in-force authorization; (b) the Community Association has given Management Company the right to execute this agreement and bind the Community Association to any terms and conditions provided by the Partner Bank; (c) Management Company is authorized, pursuant to a written agreement, to arrange for third party payment processors and banks to process payments and collect funds owed to the Community Association in the name of the Community Association; (d) Management Company will immediately notify Paygami of any termination of its agreement with a Community Association; and (e) Management Company, by executing this Agreement will bind both Management Company and Community Associations to the terms of this Agreement and any agreements with the Partner Bank.

Management Company, on behalf of itself and the underlying Community Associations agrees that: (a) all amounts submitted pursuant to this Agreement represent amounts owed to the Community Association or the Management Company for goods or services provided by such party, and (b) the receipt of funds by Bank for the benefit of the Community Association will be deemed receipt of the funds by the Community Association.

10. **MISCELLANEOUS.** This Addendum, including all exhibits and attachments hereto and thereto, and documents incorporated herein or therein, and the Paygami Services Agreement (formerly Master Services Agreement), constitute the sole agreements between the parties with respect to the provision of the Payment Services, and supersede all prior oral or written agreements for the Payment Services. This Addendum may be signed in counterparts, all of which taken together shall constitute one instrument. Except as specifically set forth herein or such changes as are required by the processor, acquirer or the Payment Network Rules, with respect to which Paygami will use commercially reasonable efforts to provide Management Company advance written notice, this Addendum may be amended only by the written agreement of the parties. In the event of a conflict between the terms of this Addendum and the Paygami Services Agreement (formerly Master Services Agreement), the terms of this Addendum will control. In the event of any inconsistency between this Addendum and Payment Network Rules, the Payment Network Rules shall control.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Payment Services Addendum as of date set forth above.

PAYGAMI:

ACCOUNTING INTEGRATORS, LLC (dba Paygami)

By:

Robert McCullar
Chief Operating Officer
3055 Breckinridge Blvd, STE 310
Duluth, GA 30096

MANAGEMENT COMPANY:

By:

Print Name:

Title:

Address:

Exhibit A

Fees

Fees Assessed to the Payor

Credit Card

- Transaction/Convenience Fee: 3.25% of transaction amount (\$1.00 minimum)

eCheck/Online ACH

- Transaction/Convenience Fee: \$1.99 per transaction