

DAVO TECHNOLOGIES LLC

DAVOFRANCHISE PAY

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You acknowledge and agree that DAVO does not independently specify your Franchise Royalty and Advertising Fees ("FRAF"). The FRAF are determined and authorized by your Franchisor. DAVO will collect from you and pay your Franchisor the agreed upon FRAF. The calculation of these FRAF is based upon the sales data information collected from your Point of Sale (POS) or accounting software package.

During the term of the Agreement, you agree to provide designated bank account information ("Bank Account") and routing number for the purpose of paying FRAF obligations. **By accepting the terms and conditions of this Agreement, you agree that DAVO may automatically initiate the ACH transfer of the FRAF amounts due ("FRAF Funds") from the Bank Account on a daily basis.** If at any time during reconciliation of your Bank Account a balance is found to be owed, you agree to immediately fund the Bank Account such amount owed for withdrawal by us. DAVO may hold the FRAF Funds withdrawn from the Bank Account for FRAF due in an interest bearing trust account prior to disbursement to the Franchisor. Any interest earned on such account shall accrue for the benefit and be the sole property of DAVO. DAVO acknowledges and agrees that all FRAF Funds received from you belong to, and will be held in trust for the benefit of, the Franchisor to which such FRAF Funds are due and that the FRAF Funds shall not be commingled with DAVO's general funds but may be deposited with funds also held in trust on behalf of other DAVO FranchisePay customers.

DAVO will not provide funds to pay your FRAF due. If for any reason the Funds are not available to DAVO in the Bank Account at the time of withdrawal, DAVO may not have collected enough FRAF Funds to fulfill the total obligation to the Franchisor for a period. DAVO will only pay to the Franchisor those FRAF Funds collected.

Transactions rejected due to insufficient funds will be charged \$3.00 per rejected transaction. This is in addition to any fees or charges initiated by your bank. DAVO will ACH debit the sum total of the monthly rejected transaction fees from your bank account. DAVO urges you to contact us if you know your account is not going to be funded or if you are changing bank accounts. This will help us mitigate transaction rejection.

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DAVO strives to keep your customer data secure, but cannot guarantee that it will be successful at doing so given the nature of the Internet. Accordingly, you acknowledge that you bear sole responsibility for the adequate security, protection and backup of your customer data. DAVO strongly encourages you, where available and appropriate, to (i) use encryption technology to protect your customer data from unauthorized access, (ii) routinely archive your customer data, and (iii) keep your software that you use to run the Software current with the latest security patches or updates. DAVO shall have no liability to you for any unauthorized access or use, corruption, deletion, destruction or loss of any customer data.

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You agree to indemnify and hold DAVO and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Software or breach of this Agreement (collectively referred to as "Claims"). DAVO reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by DAVO in the defense of any Claims.

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We reserve the right to change this Agreement at any time, and the changes will be effective when posted on our website for the Software or when we notify you by other means. We may also change or discontinue the Software, in whole or in part. Your continued use of the Software indicates your agreement to the changes.

11. TERMINATION

DAVO in its sole discretion and without notice, may terminate the Software if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using and delete or destroy all copies of the Software or any outstanding payments will become due. Any termination of this Agreement shall not affect DAVO's rights to any payments due to it.

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Maine state law governs this Agreement without regard to its conflicts of laws provisions.

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Automated Sales Tax Has Arrived!

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