



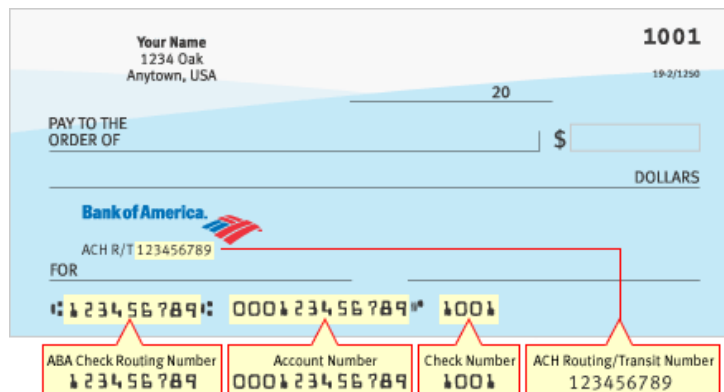
## STRONGVON CREDIT CARD SERVICE AGREEMENT

**Important:** The fees specified on this agreement will remain in effect on your account, unless otherwise arranged with STRONGVON LLC. The processing fees on this service are for a service that is immediately rendered upon the collection of funds on your behalf. These fees are non-refundable, even if a return credit is processed to your customers' credit card accounts. By submitting this form to STRONGVON, you agree to the terms specified in the subsequent pages.

Fee or Rate	Charge Type	Description
7.50%	Variable rate for credit card processing service (Visa/MC/AMEX/Discover)	Variable fee based on registration price or purchase total charged by Client to online registrant or buyer. Charged currency is in USD. This portion of the transaction charge is NON-REFUNDABLE and deducted from the payments made to you by STRONGVON LLC.
\$0.30	Fixed transaction service fee	Fixed fee per transaction attempt (Sale or Refund). Charged currency is in USD. This portion of the transaction charge is NON-REFUNDABLE and deducted from the payments made to you by STRONGVON LLC.

**Preferred Method of Payments for Collected Funds**     Direct Deposit     Check

Direct Deposit Banking Information (Optional)		Notes
Name on account		<i>For example, "Joe Smith" or "Martial Arts Federation"</i>
Type of account	Checking    --or--    Savings	<i>Circle one</i>
	Individual    --or--    Business	<i>Circle one</i>
Bank's name		<i>For example, "Wells Fargo" or "Bank of America"</i>
ABA routing number		<i>9 digit number that identifies your bank (see below)</i>
Account number		<i>See below example</i>





**Industry Details**

*Please help us understand your business. Information collected here will only be used to evaluate the appropriateness of your intended use of the Service.*

What is type of event do you intend to promote using the STRONGVON Tournament Management System?  
(check all that apply)

- Martial Arts Tournaments  Other Tournaments (specify) \_\_\_\_\_
- Martial Arts Seminars/Courses  Other Seminars/Courses (specify) \_\_\_\_\_
- Other Events (specify) \_\_\_\_\_

How many of such events have you promoted? \_\_\_\_\_

Please list the last 3 events that your business has successfully promoted (if any):

Event: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_

Event: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_

Event: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_

What is the first event where you plan to use the STRONGVON Credit Card Service:

Event: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_

Please list references from other customers of the STRONGVON Credit Card Service (if any).

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**TERMS OF SERVICE FOR STRONGVON CREDIT CARD SERVICE**

This Terms of Service (the "Agreement") is a contract between you ("you" or "Customer") and STRONGVON LLC that describes the terms and conditions applicable to the STRONGVON Credit Card Service. Before using the Service, you must read and accept the terms and conditions contained in this Agreement. If you do not accept this Agreement, you will not be able to use the Service. If you are using any part of the service and do not agree with the terms and conditions of this Agreement, promptly stop using any part of the Service and accompanying items. You are not entitled to any refunds of processing fees on this service, unless there was an error on STRONGVON's part in processing the fees.

*Content of Listing of Sale Items*

Your listings are not pre-screened for content, but STRONGVON LLC reserves the right to remove any listing that it deems unsuitable or in breach of the terms and conditions. You must not list anything that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), stolen, or unsafe, anything which infringes copyright or other intellectual property rights, items which have been illegally imported or which would require illegal import or export in order to complete the transaction, or any item of which the sale is prohibited by, or violates any, law. You are responsible for ensuring that any listing by you does not breach this clause. You agree that STRONGVON LLC may disclose your personal information, including your name and contact details, to the relevant authorities, parties or the applicable intellectual property right holders (or their representatives) if STRONGVON LLC considers that you are in breach of this clause at any time.



### *STRONGVON's Role in the Sale*

You agree that STRONGVON LLC does not take any part in the sale of items other than by providing its services as a venue for you to sell your products or services. If a buyer places an order through the Service, the contract of sale is formed between the buyer and you, the seller. STRONGVON does not act as agent for either party and does not participate in any sale or transaction between you and the buyer other than collecting the purchase amount on your behalf. STRONGVON LLC simply passes on payments made by the buyer to you. As a result, STRONGVON LLC is not the seller.

### *Collecting Money on Your Behalf*

In using the Service, STRONGVON LLC collects funds on your behalf. STRONGVON LLC sends you the collected funds for an event on your account within 3 business days after the End Date configured on the event. STRONGVON LLC will deduct the credit card processing fees and any outstanding service fees from the final payout. If you are receiving payouts by direct deposit, the funds will be accessible on the fourth business day after your event. There is no payout fee for the final payout if STRONGVON LLC collected on your behalf more than \$1000 USD for your event. Check payments are mailed to you from STRONGVON on the third business day.

If STRONGVON LLC did not collect on your behalf more than \$1000 USD for your event, the total amount due for all outstanding final payouts must be more than \$1000 to qualify for automatic scheduling of the payout and waiver of final payout fee. The final payout is not automatically scheduled, and you must request the payout in writing to [payout@strongvon.com](mailto:payout@strongvon.com). If you request that STRONGVON send the final payout to you in such a case, a payout processing fee of \$10 will be deducted from the payout amount before sending you the final payout. Alternatively, you may request that STRONGVON LLC add the final payout of this event to the final payout of your next event. Send an email to [payout@strongvon.com](mailto:payout@strongvon.com) to instruct STRONGVON LLC to release a final payout or to consolidate final payouts.

### *Refund to Your Customers*

Refunds to your customers for your event must be processed through the STRONGVON Tournament Management System within 2 business days after the event. After such time, STRONGVON LLC will no longer be responsible for processing the refund to your customers, and you must make arrangement directly with your customer for processing of the refund.

### *Handling of Credit Card Disputes*

If your customer launches a credit card dispute with the issue bank for fees collected on your behalf, you are fully responsible for managing the refund, regardless of whether or not you have used the STRONGVON Credit Card Service to collect the fees. If STRONGVON LLC has collected the fees on your behalf, it will inform you of such dispute and respond to the issuing bank with copies of the registration confirmation or purchase invoice. If the issuing bank does not accept STRONGVON LLC's proof of services rendered or delivery, and a chargeback has been processed for the collected fees, STRONGVON LLC will issue you an invoice for the amount charged back plus \$15 bank charge, payable within 30 days of the date of the chargeback. If a payout is scheduled within 30 days of the end of your event, the chargeback will be automatically deducted from the next payout on your account, regardless of the event. If there is no payout scheduled within 30 days, or if there is not enough funds in the payout amount to pay the invoice amount, you are responsible for making other arrangements for payment of the invoice within 30 days of the end of your event.

### *Service Fees*

All service fees through this service are NON-REFUNDABLE. Services are rendered immediately upon collection of the funds through the Service on your behalf, regardless of whether or not you subsequently issue a refund to your customers. The fees specified in this agreement shall remain in effect on all sales through your business account on the STRONGVON Tournament Management System. If the rates change, you will be notified in writing within 30 days of the rate change.

### *Limitation of Liability and Damages*

YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF STRONGVON LLC FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE STRONGVON TOURNAMENT SOFTWARE TO STRONGVON LLC OR ITS AUTHORIZED RESELLER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STRONGVON LLC AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF STRONGVON LLC OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THIRD PARTY CONTENT PROVIDERS ARE NOT RESPONSIBLE TO YOU FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THE CONTENT. STRONGVON LLC AND ITS REPRESENTATIVES' TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE STRONGVON TOURNAMENT SOFTWARE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF THE DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN STRONGVON LLC AND YOU. STRONGVON LLC WOULD NOT HAVE BEEN ABLE TO PROVIDE THE STRONGVON CREDIT CARD SERVICE TO YOU WITHOUT SUCH LIMITATIONS.



**STRONGVON LLC**

Tel: 800-313-5970  
Fax: 408-715-1771  
www.strongvon.com

#### *Consent to Conduct Business Electronically ("Consent")*

(a) Consent to Electronic Communications. STRONGVON LLC may be required by law to send "Communications" to you that may pertain to the Service, the use of information you may submit to STRONGVON LLC, and the Services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that STRONGVON LLC, on behalf of itself, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites, such as [www.STRONGVON.com](http://www.STRONGVON.com). You consent to receive these Communications electronically. The term "Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Service.

(b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Service for as long as you remain a subscriber to the Service.

(c) Hardware and System Requirements. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I accept and agree to the terms of the License Agreement" button, you are confirming to us that you have the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider.

(d) Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, write to us at Privacy Team, STRONGVON LLC Inc, 712 Hillcrest Terrace, Fremont CA 94539. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Service.

(e) Changes to Your Email Address. You agree to notify us promptly of any change in your email address. You can do so by sending a request email to [sales@strongvon.com](mailto:sales@strongvon.com), and include both your old and new email address.

(f) Printing. You may print this document by accessing <http://strongvon.com/terms>.

#### *Limitation on Time to Sue*

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this End User License or by law with respect to the Service or Third Party Services must be commenced within one year after the cause of action accrues.

#### *General Provisions*

This Agreement is a complete statement of the agreement between you and STRONGVON LLC, and sets forth the entire liability of STRONGVON LLC and its Representatives and your exclusive remedy with respect to the Service and its use.

The limitations of liability and disclaimer of warranties in this Agreement shall apply to STRONGVON LLC and its Representatives with respect to such content or services except to the extent provided otherwise in a separate written agreement approved by STRONGVON LLC between you and STRONGVON LLC or the applicable Representative(s).

The agents, employees, distributors, and dealers of STRONGVON LLC are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on STRONGVON LLC. Any waiver of the terms herein by STRONGVON LLC must be in a writing signed by an authorized officer of STRONGVON LLC and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Alameda County, California. This Agreement is deemed entered into at Fremont, California, and shall be construed as to its fair meaning and not strictly for or against either party. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. This Agreement does not limit any rights that STRONGVON LLC may have under trade secret, copyright, patent or other laws.

#### *Termination and Amendment*

This Agreement may be terminated by STRONGVON LLC immediately and without notice if you fail to comply with any term or condition of this Agreement. Upon such termination, you must immediately stop using any part of the Service. STRONGVON LLC shall have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue or impose conditions on any feature or aspect of the Service (including but not limited to internet-based processes, pricing, technical support options, and other product-related policies) without notice.

#### *Consumer Information, Security and Privacy*

For details about STRONGVON LLC's privacy policies, please refer to the STRONGVON LLC Privacy Policy on the web page <http://strongvon.com/privacy> or on a website designated by STRONGVON LLC. For details on STRONGVON LLC's compliance with security practices outlined by PCI DSS, please refer to the web page <http://strongvon.com/pci>.



**Authorization**

*By signing this portion, you state that the information you've provided on this agreement is accurate and that you agree to the Terms of Service on this Agreement.*

Organization: \_\_\_\_\_  
(Identifies the business on your STRONGVON Login Account)

Mailing Address: \_\_\_\_\_  
(This will be used to mail invoices, payout checks, and tax documents)

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
(This will be used to contact customer of changes and updates to account)

Employers Identification Number (EIN): \_\_\_\_\_  
(Use Owner's Social Security Number if no EIN)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature for authorized representative of Organization)

Name: \_\_\_\_\_  
(Printed name of authorized representative for Organization)

**INSTRUCTIONS:** Ensure that you have a STRONGVON Login Account. If you haven't, you can register online at [www.strongvon.com](http://www.strongvon.com) to get a free Login Account. Email a scan of the completed form to [sales@strongvon.com](mailto:sales@strongvon.com), or fax it to +1-408-715-1771.

There are no setup fees involved with processing your request for an account with the STRONGVON Credit Card Service. If your account is approved, the agreement is immediately effective. The approval process for an account normally takes one business day, but may vary depending on the evaluation process. Please call our customer service at 800-313-5970 (+1-408-213-9545 outside USA) if you have any questions about this agreement or your account status.

**For STRONGVON use only:**

Approved  Denied Initials: \_\_\_\_\_

Date: \_\_\_\_\_ Business ID: \_\_\_\_\_ Reason for Denial: \_\_\_\_\_