



## Third Party Online User Access Addendum

### MERCHANT INFORMATION

MERCHANT LEGAL NAME (herein "Merchant")

CONTACT NAME

shadow ridge

PHONE NUMBER

MERCHANT CODE

ADDRESS

EMAIL ADDRESS (REQUIRED)

CITY / STATE / ZIP

### FEES

Setup Fee: Monthly Service Fee:

### THIRD PARTY INFORMATION AND ACCESS LEVEL

LEGAL NAME (PRINT):

ACCESS LEVEL:

REPORTS ONLY

REPORTS W/ PRINTBACK

ADMINISTRATIVE ACCESS W/ PRINTBACK

ADMINISTRATIVE ACCESS W/ NO PRINTBACK

### TERMS & CONDITIONS ACKNOWLEDGEMENT

This **Third Party Online User Access Addendum** (this "**Third Party Access Addendum**") to the merchant processing agreement (the "**Agreement**") by and between Heartland Payment Systems, LLC ("**Heartland**") and Merchant identified above, is entered into as of the date that this Addendum is signed by Merchant below (the "**Addendum Effective Date**").

- Merchant hereby instructs Heartland to provide Merchant's third party service provider identified by Merchant above ("**Third Party**") online access to Merchant's account with Heartland at access level identified above. Merchant acknowledges that by granting such access, all information in Heartland's possession about Merchant (including, without limitation, information that relates to an identifiable individual) may be available to Third Party. As such, Merchant agrees that all information available on Merchant's account may be provided by Heartland to Third Party. Merchant represents and warrants that it has obtained any and all consents (including any consent(s)) necessary for Heartland to share any such information with Third Party. Merchant acknowledges and agrees that Heartland is not liable for the accuracy of any information supplied by Merchant to Heartland and provided by Heartland to Third Party.
- Merchant acknowledges and agrees that Heartland is not responsible for any acts or omissions regarding Third Party's access to and/or use of Merchant's information made available to Third Party in connection herewith. Merchant shall indemnify, defend, and hold Heartland and its successors and assigns harmless from any and all claims, losses, damages, expenses (including reasonable attorneys and other professional fees and court costs), or liability arising from or in connection with (i) any claims by a third party, including without limitation, any Third Party and any employees of Merchant, in connection with or related to the provision of the services and account access hereunder, (ii) Merchant's failure to supply accurate information to Heartland, and (iii) all other claims arising out of any act or omission by any Third Party, Merchant, and/or its employees or agents in connection with or related to the services and access provided in connection with this Addendum.
- Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict of any terms of the Agreement and this Addendum, this Addendum shall control. Except as otherwise modified herein, the capitalized terms used in this Addendum shall have the meaning specified in the Agreement. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Notwithstanding anything to the contrary, Heartland's provision of information to Third Party shall be deemed to signify Heartland's acceptance of this Addendum, including the terms and conditions herein.

The terms of the foregoing Addendum are agreed to and accepted:

Name of the Requestor of Change

Title

Email

Date

X

Owner / Officer / Authorized Signer / Signature