

SCHEDULE L

Alterative Payments

This Schedule L supplements the MSA to which it is attached and sets forth the terms applicable to PROVIDER provision of the specified services for the Card transactions set forth below:

Paypal	_____	Google Check Out	_____
3D Secure Services	_____	Bill Me Later	_____

1. FEES:

The products selected above are collectively referred to as (“Alternative Payments”) unless otherwise specified in this Schedule L. Each sale, authorization, and/or capture message, as well as refunds, reauthorizations will be charged as individual transactions for billing purposes. All other fees outlined in the MSA, including interchange, will be charged in accordance with the terms of the MSA and as set forth in Schedule C.

2. Terms and Conditions (as applicable): By accepting the Alternative Payments selected above, PROVIDER and CUSTOMER do hereby agree as follows:

Customer acknowledges that PROVIDER provides access to the services selected by CUSTOMER pursuant to this Schedule. CUSTOMER is solely responsible for entering into any necessary agreements with the third parties selected herein for such services and any fees and charges imposed upon CUSTMOMER by such third parties.

3. Agreement Confirmation. IN WITNESS WHEREOF, this Schedule L has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written below. All terms and conditions of the Bankcard Addendum shall remain in full force and effect.

BILL ME LATER TERMS AND CONDITIONS

BILL ME LATER – In addition to CUSTOMER's acceptance terms and conditions above, CUSTOMER further agrees as follows:

Definitions.

"**Applicable Law**" means any applicable federal, state or local law, regulation, rule or ordinance and all other applicable judicial and administrative judgments, orders, stipulations, awards, writs, injunctions and consent decrees, in each case as in effect and applicable to the subject matter referenced. Without limiting the foregoing, Applicable Law includes the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Truth in Lending Act, and the Fair Debt Collection Practices Act as applicable to the promotion, offering and administration of the BML Service, as well as all rules and regulations promulgated under such laws.

"**BML Merchant Operating Rules**" means the operating rules with which CUSTOMER must comply in order to obtain the BML Service, as set forth by BMLI and as the same may be amended from time to time.

"**BML Merchant Agreement**" means the agreement between CUSTOMER and BMLI whereby CUSTOMER agrees to participate in the BML Program under certain terms and conditions.

"**BML Service**" means BMLI's proprietary payment service program (the "**BML Program**") as integrated on certain PROVIDER processing platforms and together with certain services provided by PROVIDER on behalf of BMLI in furtherance of the BML Program.

"**BML Transaction**" means all CUSTOMER transactions with respect to the BML Service, including, but not limited to, authorization requests, sales, credit transactions, and Chargebacks.

"**BML User**" has the meaning set forth in the BML Merchant Operating Rules.

"**BMLI**" means Bill Me Later, Inc., a Delaware corporation, or its successor.

"**Sales Data**" means data required by BMLI with respect to the BML Program representing BML Transactions.

"**Settlement Amounts**" means all amounts owed to a CUSTOMER as reflected in such CUSTOMER's Sales Data.

BML Merchant Operating Rules; Terms and Conditions. CUSTOMER agrees to comply with the BML Merchant Operating Rules as they currently exist and as they may be amended by BMLI from time to time. CUSTOMER agrees to comply with all terms and conditions set forth in CUSTOMER's executed BML Merchant Agreement, and CUSTOMER agrees to be responsible for all covenants, representations and warranties set forth in CUSTOMER's executed BML Merchant Agreement, as if the same were set forth herein.

BML Transactions. CUSTOMER shall be responsible for: (i) obtaining adequate data to authorize and authenticate each BML User and the related BML Transactions; and (ii) presenting all Sales Data to PROVIDER for payment, in each case in accordance with this Attachment 1, the BML Merchant Operating Rules, and the BML Merchant Agreement.

CUSTOMER acknowledges and agrees that PROVIDER or BMLI, as the case may be, may reject any BML Transaction, in such party's sole discretion, if CUSTOMER fails in any material way to comply with this Schedule L, the BML Merchant Operating Rules, or the BML Merchant Agreement.

In processing BML Transactions, CUSTOMER agrees to comply with fraud prevention methods, transactions, processing operating procedures, and customer service in a manner generally similar to the applicable operating procedures for credit card transactions, as may be more fully described in the Bankcard Addendum.

CUSTOMER shall issue refunds, adjustments, or Chargebacks to BML Users in accordance with the BML Merchant Operating Rules. CUSTOMER shall at all times maintain sufficient funds in CUSTOMER's Reserve Account referenced herein to cover the aggregate amount of refunds, adjustments or Chargebacks. CUSTOMER may contest such refund, adjustment or Chargeback in accordance with the procedures set forth in the BML Merchant Agreement and the BML Merchant Operating Rules. CUSTOMER acknowledges and agrees that PROVIDER shall be entitled to rely exclusively on BMLI records with respect to any such refunds, adjustments or Chargebacks and CUSTOMER must resolve any disputes regarding such refunds, adjustments or Chargebacks directly with BMLI in accordance with CUSTOMER's BML Merchant Agreement.

CUSTOMER acknowledges and agrees that PROVIDER may contact (i) CUSTOMER directly from time to time to request information and to discuss the BML Service; or (ii) to the extent so authorized by BMLI, BML Users from time to time without prior notice to CUSTOMER to discuss the BML Service and to evaluate CUSTOMER's continuing eligibility for the BML Service.

Net Settlement. PROVIDER shall settle (at such times and in such manner similar to the analogous procedures for settling credit card transactions; provided, however, that notwithstanding the foregoing, PROVIDER is not obligated to any particular service levels with respect to BML Transactions) all BML Transactions that CUSTOMER presents for payment in accordance with the BML Merchant Operating Rules and such terms and conditions that BMLI and PROVIDER may mutually agreed upon. CUSTOMER authorizes PROVIDER to net settle to CUSTOMER's settlement account (as identified in Bankcard Addendum) all Settlement Amounts, less any fees owed to PROVIDER or BMLI for receipt of the BML Service, and less any refund, adjustment, or Chargeback amounts. CUSTOMER further authorizes PROVIDER to debit at any time such refund, adjustment, or Chargeback amounts as PROVIDER may

be directed by BMLI. CUSTOMER acknowledges that PROVIDER shall have no obligation to pay Settlement Amounts to CUSTOMER unless and until PROVIDER has received payment of such Settlement Amounts (including any associated fees) from BMLI.

CUSTOMER Representations and Warranties. Each representation and warranty of CUSTOMER set forth in the BML Merchant Agreement and in the Bankcard Addendum is incorporated herein as if the same were set forth herein.

Reserve Account. The ability for PROVIDER (and/or the applicable member bank) to establish a Reserve Account (as defined in the Agreement) shall equally apply to the BML Service and BML Transactions.

Events of Default. Any breach by CUSTOMER of its Bankcard Addendum shall also constitute a breach of this Schedule L, and any breach by CUSTOMER of any of the terms and conditions in this Schedule L shall constitute a breach of Bankcard Addendum. PROVIDER shall be entitled to enforce such remedies as are set forth in Bankcard Addendum upon a breach of any provision of this Schedule L.

Indemnification. CUSTOMER shall be responsible to, and shall indemnify and hold PROVIDER, its affiliates, and their officers, directors, employees, shareholders, agents and representatives, harmless for all Chargebacks, returns, or losses arising from any BML Transactions.

Grant of Security Interest. CUSTOMER's grant to PROVIDER (and the applicable member bank) of a lien and/or security interest in and to any of CUSTOMER's funds pertaining to the bankcard transactions contemplated by the Bankcard Addendum shall also be granted in any and all CUSTOMER's funds in PROVIDER' possession in association with this Schedule L.

Terms and Termination. Notwithstanding the provisions of Section 2 above, PROVIDER may terminate CUSTOMER's access to the BML Service at any time in its sole and absolute discretion. CUSTOMER may terminate this Schedule L on thirty (30) days notice. Termination of the Bankcard Addendum shall automatically result in termination of this Schedule L.

Confidentiality. Unless CUSTOMER obtains consents from PROVIDER, BMLI, and the BML User, CUSTOMER must not use, disclose, sell or disseminate any BML User information obtained in connection with a BML Transaction (including name, address and other personally identifiable information) except for purposes of authorizing, completing and settling BML Transactions and resolving any Chargebacks, retrieval requests or similar issues involving BML Transactions, other than pursuant to a court or governmental agency request, subpoena or order. CUSTOMER acknowledges that it does not have and will not obtain ownership rights in any information relating to and derived from BML Transactions.