

Podium Premium Fraud Protection Service

Terms

By using or accessing Podium's Payments Premium Fraud Protection Service, or by signing or clicking accept to any Subscription Documentation referencing these terms, you agree to be bound by the following terms and conditions (the "**Premium Fraud Protection Service Terms**").

These Premium Fraud Protection Service Terms incorporate by this reference the [Podium Terms of Service](#) and the [Podium Payments Service Terms](#) as may be updated from time to time, which, among other terms, contains provisions governing the resolution of claims (see "Disclaimers", "Limitations of Liability", "Dispute Resolution", "General"). In the event of any conflict or inconsistency between these Payments Fraud Protection Service Terms and the Podium Terms of Service or Podium Payments Service Terms, these Fraud Protection Service Terms will govern.

Capitalized terms used herein without a definition have the same meaning as the defined term in the Podium Terms of Service or the Podium Payments Service Terms. For the avoidance of doubt, all references to the "**Agreement**" will include these Premium Fraud Protection Service Terms.

1. DEFINITIONS.

- 1.1 "**Premium Fraud Protection Service**" means a review of all Orders placed using the Payments Service where the Payment Service Provider will issue an approve or decline recommendation and guarantee the decision pursuant to the Premium Fraud Protection Guarantee (defined below).
 - 1.2 "**Order**" means all card-not-present credit and debit card Transactions. For clarity, Order does not include ACH, card-present, or manual entry Transactions for purposes of this Agreement.
 - 1.3 "**Submitted Order**" means all Orders submitted for review under the Premium Fraud Protection Services.
 - 1.4 "**Premium Fraud Protection Territory**" means the United States.
2. [Premium Fraud Protection Services](#). If you subscribe to the Premium Fraud Protection Services, Podium's Payment Service Provider will review all Orders placed through the Payments Service and you will be provided with an approve or decline recommendation. Where you have been provided an approval notice and you have fulfilled the Order and such Order is subject to a chargeback pursuant to the defined reason codes set out below ("**Reason Codes**"), Podium will provide the Premium Fraud Protection Guarantee (as defined below). For the avoidance of doubt, if you subscribe to the Premium Fraud Protection Service you must submit all Orders placed through the Payments Service for review. Any Orders not submitted through the Payments Service under an active and valid Premium Fraud Protection Services subscription are not subject to the Premium Fraud Protection Guarantee. The Premium Fraud Protection Service is available only to Clients in the Premium Fraud Protection Territory.
 3. [Premium Fraud Protection Guarantee - Generally](#). Your sole and exclusive remedy for an Order covered by the Premium Fraud Protection Service will be the payment by Podium of liquidated damages in an amount of the Premium Fraud Protection Guarantee. The Premium Fraud Protection Guarantee amount (i) will be the lower of: (a) the original Order value and (b) the amount stated in the original chargeback notice submitted for review under the Premium Fraud Protection Services (e.g., to reflect any changes in the order value after it was approved by Podium), (ii) will exclude the fees charged for review of such Order and (iii) will be reduced by any amounts recovered by you for such Order and (iv) will exclude any fees incurred by you in relation to such chargeback (e.g., from the payment processor) (the "**Premium Fraud Protection Guarantee**").

4. Crediting Process. If applicable, Podium will provide reimbursement for amounts owed to you pursuant to the Premium Fraud Protection Guarantee on a monthly basis, as a credit to your account (e.g., chargeback amounts for March would be set off from the payment owed by you to Podium in the April invoice). Following termination or expiration of your applicable Subscription Documentation, Podium shall provide reimbursement via wire transfer in the event the reimbursement amount exceeds the fees owed by you to Podium.

5. Required Documentation. If requested by Podium, you must submit the following documents for an Order to be covered by the Premium Fraud Protection Guarantee:

- A copy of the original chargeback notification, which must include the following: (i) a chargeback reason or reason code, (ii) the original order date and order amount, (iii) for orders in which the Customer used a credit card to place the order, the notice must include the first six (6) and last four (4) digits of the credit card, and (iv) if the order was placed using an alternative payment method (e.g. PayPal) the notice must include the customer's name and customer email.
- For orders of tangible goods, you will, if and where available, provide Podium with a proof of delivery in one of two formats: a copy of the shipping form (as provided by the shipping company) containing the delivery address, reroute information, date of delivery and the parcel delivery status; or a valid tracking number from a shipping company.
- Any other documents that Podium or the Payment Service Provider reasonably requires

6. Excluded Orders. The following orders are not covered by the Premium Fraud Protection Guarantee.

- Not Approved. The order did not result in Payment Service Provider providing an approval notice.
- Not Fraud Related. The chargeback reason is other than a reason code set out herein.
- Chargeback Notice / Order Mismatch. The information in the chargeback notice does not match the information in the original order.
- Delivery. Tangible goods delivered to an address other than the shipping address set out in the original order.
- Late Submission of Chargeback. The chargeback was submitted to Podium for reimbursement more than three (3) days after the chargeback notice issuance date or if the date of the chargeback notice is before the order shipping date.
- Eligibility Period. The Premium Fraud Protection Guarantee shall be valid for a period of six (6) months from the date of the approval notice.
- Disputing Party. Orders for which Client does not make Payment Service Provider the first and primary point of contact for disputing the chargeback through Client's payment gateway and/or bank.
- Reclamation of Goods by Client. Order for which Client is successful in reclaiming the goods. In such case, the Premium Fraud Protection Guarantee amount will be limited to the order shipping costs.
- Failure to Provide Notice. Podium reserves the right to decline to reimburse for chargebacks if Client fails to timely comply with its notice obligations or any other terms herein.
- Prohibited Businesses. Orders related to a Prohibited Business.

7. Order Review. You may, in your sole discretion, approve or reject an Order. Podium may choose not to review a Submitted Order if (i) the Order was already fulfilled by you; (ii) more than one (1) week has passed since the Order was created; (iii) the Client Data or a portion thereof does not meet the standards set by the Payment Service Provider; (iv) the Order contains data related to Prohibited Industries; or (v) the Order does not include a physical product or is an order for services.

7.1 Order Information Modification. You agree and acknowledge that each update of Order details, which includes but is not

limited to updating the shipping and billing Customer name or address, Customer email, order amount, or payment details, submitted after the issuance of an approval notice, will result in the Order being submitted for additional review and you may be charged the applicable fee for any such updated details.

8. Reason Codes. Payment Service Provider covers any and all chargebacks that are of card-not-present “unauthorized credit card use”. The below Reason Codes will be deemed to be automatically updated, without amendment hereto, to reflect changes made by the credit card networks and will automatically apply to the Premium Fraud Protection Service as of the date of such change.

8.1. Visa

- 10.1: EMV Liability Shift Counterfeit Fraud (Online Only)
- 10.4: Other Fraud – Card Absent Environment

8.2 MasterCard

- 4837/37: Fraud Transaction No Cardholder Authorization
- 4840/40: Fraudulent Processing of Transactions
- 4863/63: Cardholder Does Not Recognize Potential Fraud

8.3. American Express

- FR2: Fraudulent Transaction
- F29: Fraudulent Transaction – Card-Not-Present

8.4 Discover

- UA02: Fraud Card-Not-Present Transaction
- AA: Transaction Does Not Recognize
- 7030: Unauthorized purchase