

1 WILLIAM McGRANE [057761]
McGRANE LLP
2 Four Embarcadero Center, Suite 1400
3 San Francisco, California 94111
Telephone: (415) 292-4807
4 Email: william.mcgrane@mcgranellp.com

5 FRANK R. UBHAUS [046085]
BERLINER COHEN LLP
6 10 Almaden Boulevard, 11th Floor
7 San Jose, California 95113
Telephone: (408) 286-5800
8 Email: frank.ubhaus@berliner.com

9 Attorneys for Plaintiff Abu Maisa, Inc., a California corporation,
10 on behalf of itself and all others similarly situated

11
12 UNITED STATES DISTRICT COURT
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION
15

16 ABU MAISA, INC., a California corporation.,
17 on behalf of itself and all others similarly
18 situated,
Plaintiffs,
19 v.
20 FLINT MOBILE, INC. a Delaware corporation,
21 GOOGLE, INC., a Delaware corporation,
22 INTUIT, INC., a Delaware corporation,
23 PAYPAL, INC., a Delaware corporation,
24 SQUARE, INC., a Delaware corporation,
25 STRIPE, INC., a Delaware corporation,
Defendants.

Case No.
CLASS ACTION
JURY TRIAL DEMANDED
COMPLAINT FOR UNRUH LAW CIVIL RIGHTS VIOLATIONS

1 Comes now Plaintiff Abu Maisa, Inc., on behalf of itself and all others similarly
2 situated and alleges as follows:

3 **The Parties**

4 1. Plaintiff Abu Maisa, Inc. (Convenience Store) is a California corporation
5 with its principal place of business in San Francisco, California.

6 2. Defendant Flint Mobile, Inc. (Credit Card Company 1) is a Delaware
7 corporation registered with the California Secretary of State as a foreign corporation
8 qualified to do business in the State of California and which has its principal place of
9 business in Redwood City, California.

10 3. Defendant Google, Inc. (Credit Card Company 2) is a Delaware
11 corporation registered with the California Secretary of State as a foreign corporation
12 qualified to do business in the State of California and which has its principal place of
13 business in Mountain View, California.

14 4. Defendant Intuit, Inc. (Credit Card Company 3) is a Delaware corporation
15 registered with the California Secretary of State as a foreign corporation qualified to do
16 business in the State of California and which has its principal place of business in
17 Mountain View, California.

18 5. Defendant Paypal, Inc. (Credit Card Company 4) is a Delaware
19 corporation registered with the California Secretary of State as a foreign corporation
20 qualified to do business in the State of California and which has its principal place of
21 business in San Jose, California.

22 6. Defendant Square, Inc. (Credit Card Company 5) is a Delaware
23 corporation registered with the California Secretary of State as a foreign corporation
24 qualified to do business in the State of California and which has its principal place of
25 business in San Francisco, California.

26 7. Defendant Stripe, Inc. (Credit Card Company 6) is a Delaware corporation
27 registered with the California Secretary of State as a foreign corporation qualified to do
28

1 business in the State of California and which has its principal place of business in San
2 Francisco, California.

3 **Jurisdiction and Venue**

4 8. Jurisdiction is present here based on 28 U.S.C. §§ 1332(d)(2), 1367(a).

5 9. Venue is present here based on 28 U.S.C. § 1391(d).

6 **Charging Allegations**

7 10. Credit Card Company 1, Credit Card Company 2, Credit Card Company 3,
8 Credit Card Company 4, Credit Card Company 5, and Credit Card Company 6,
9 (collectively Credit Card Companies) are business establishments (as that term is
10 otherwise defined in California Civil Code section 51(b)) within the jurisdiction of the
11 State of California, which business establishments are engaged in providing
12 accommodations, advantages, facilities, privileges and/or services (Accommodations) to
13 other persons and entities within the jurisdiction of the State of California, specifically
14 including but not limited to citizens of states within the United States other than the states
15 of California and Delaware, within the jurisdiction of the State of California (Persons) by
16 way of its, *inter alia*, enabling such Persons to accept electronic payments without
17 themselves directly opening up a merchant account with any Visa or MasterCard member
18 bank (Credit Card Company Account). See <https://www.flint.com/>,
19 <https://payments.google.com>, <http://payments.intuit.com/>, <https://www.paypal.com/home>,
20 <https://squareup.com/>, <https://stripe.com/> for a fuller description of the nature of what
21 each Credit Card Company Account consists of.

22 11. Credit Card Company 1's list of Prohibited Businesses (Bad List) as of
23 today, December 31, 2015, is attached as Exhibit 1.

24 12. Credit Card Company 2's Bad List as of today, December 31, 2015, is
25 attached as Exhibit 2.

26 13. Credit Card Company 3's Bad List as of today, December 31, 2015, is
27 attached as Exhibit 3.

28

1 14. Credit Card Company 4's Bad List as of today, December 31, 2015, is
2 attached as Exhibit 4.

3 15. Credit Card Company 5's Bad List as of today, December 31, 2015, is
4 attached as Exhibit 5.

5 16. Credit Card Company 6's Bad List as of today, December 31, 2015, is
6 attached as Exhibit 6.

7 17. With the exception of prohibitions of illegal businesses contained in Bad
8 Lists, each and every other category of Bad Lists are either so vaguely described as to be
9 unintelligible or else constitute an entirely lawful business/business activity under any
10 and all applicable federal and state laws. This specifically includes but is not limited to
11 the business/business activity of Convenience Store, which involves selling cigarettes,
12 drug paraphernalia such as bong and hookahs, lottery tickets, as well as adult oriented
13 entertainment materials such as Penthouse magazine, and which business establishment is
14 otherwise specifically protected from discrimination of the sort being practiced against
15 Convenience Store here by the Unruh Civil Rights Act (Civil Code sections 51 and 52
16 [Unruh Law]).

17 18. Acting both directly and through its counsel, Convenience Store has
18 visited the Credit Card Companies' websites on December 31, 2015 and was thereby
19 dissuaded on that date from seeking to become a customer of Credit Card Companies, all
20 due to the fact Convenience Store falls within several categories of each Bad List.

21 19. Next, acting through its counsel—and until Credit Card Companies take
22 down their Bad Lists—Convenience Store intends to visit the Credit Card Companies'
23 websites on January 1, 2016, and on each calendar day thereafter, thereby being
24 dissuaded, on each said calendar day, from seeking to become a customer of Credit Card
25 Companies, all due to the fact Convenience Store falls within several categories of each
26 Bad List as same now exist.

27
28

Class Allegations

1
2 20. Convenience Store brings this action on behalf of itself and all others
3 similarly situated.

4 21. The class represented by Convenience Store (Class) is comprised of all
5 Persons who have ever had their Accommodations terminated by Credit Card Companies
6 based on their violation of Bad Lists or who have ever been dissuaded from seeking
7 Accommodations from Credit Card Companies based on their unwillingness to violate
8 Bad List (Class members). Class specifically includes (but is not limited to) any and all
9 Class members who never sought Accommodations from Credit Card Companies as a
10 result of their becoming aware of the existence of Bad Lists and Bad Lists' contents,
11 regardless of how they learned of the existence of Bad Lists and Bad Lists' contents.

12 22. Class includes Class members who are citizens of states within the United
13 States but who are not, in fact, also citizens of either California or Delaware.

14 23. Class also includes Class members who have previously agreed to engage
15 in individual binding arbitrations with Credit Card Company, although Convenience
16 Store is not itself such a Class member, since it never agreed to arbitrate anything with
17 any Credit Card Company. The facts set forth in this ¶ 22 do not mean Convenience
18 Store is not a proper lead representative plaintiff or that the Class may not later be
19 properly certified. See Ehret v. Uber Techs., Inc., 2015 U.S. Dist. LEXIS 161803 *42
20 (N.D. Cal. December 2, 2015) (Chen J.) (holding a class may be certified under Fed. R.
21 Civ. P. 23 even if certain putative class members have previously signed arbitration
22 agreements and/or releases, citing numerous cases).

23 24. On information and belief, Convenience Store alleges that there are
24 hundreds of thousands of Class members.

25 25. On information and belief, Convenience Store estimates that Credit Card
26 Companies have or will incur not less than \$1,000,000,000 dollars in minimum statutory
27 liability to Class during Class Period, as the term Class Period is defined, *infra*, at ¶ 25.

28

1 26. The class period (Class Period) covers Class members who suffered,
2 suffer or continue to suffer Unruh Law violations between December 31, 2012 (Start
3 Date) through and including the date the Class is certified (Certification Date).

4 27. Questions of law and fact common to the Class predominate over
5 questions affecting only individual members, including, *inter alia*: Whether Class
6 members are entitled to recover not less than their Unruh Law minimum statutory
7 damages of \$4,000 for each violation of Unruh Law suffered by Class members in the
8 Class Period.

9 28. The claims of Convenience Store are typical of the claims of the Class
10 members as described above.

11 29. Treating this dispute as a class action is a superior method of adjudication
12 since the joinder of all possible absent Class members would be impractical.

13 30. Additionally, the amount of each restitutionary payment would be modest
14 on an individual basis, although significant in the aggregate. It would be difficult if not
15 impracticable for most of Class members to address the Credit Card Company's
16 wrongdoings individually. There should be no significant difficulties in managing this
17 case as a class action.

18 31. Convenience Store can and will fairly and adequately represent and
19 protect the interests of Class members. Convenience Store has retained competent and
20 experienced counsel, who will vigorously represent the interests of the Class.

21 **Sole Claim for Relief**

22 **(Minimum Statutory Damages [Violation of Unruh Law])**

23 32. Convenience Store realleges ¶¶ 1–31.

24 33. Credit Card Companies' maintenance of Bad Lists was, is, and continues
25 to be a violation of Unruh Law entitling (i) Convenience Store to not less than \$4,000 in
26 minimum statutory damages per offense occurring during the Class Period and (ii) the
27 Class to its own \$4,000 per Class member in minimum statutory damages per offense
28 occurring during the Class Period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WHEREFORE, Convenience Store and Class pray judgment as follows:

1. That Class described herein be certified; that Convenience Store be designated lead representative plaintiff and that Convenience Store’s counsel be appointed Class counsel;
2. That the Convenience Store and Class be awarded statutory damages in an amount to be proven at trial pursuant to Unruh Law.
3. For an award of attorney fees and costs, including but not limited to statutory attorney fees and costs;
4. For such other and further relief as to the Court may seem just and proper.

Dated: December 31, 2015

McGRANE LLP
BERLINER COHEN LLP

By: /s/ William McGrane
William McGrane
Attorneys for Plaintiff Abu Maisa Inc. and all others
similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Convenience Store and the Class hereby demand a trial by jury.

Dated: December 31, 2015

McGRANE LLP
BERLINER COHEN LLP

By: /s/ William McGrane
William McGrane

Attorneys for Plaintiff Abu Maisa Inc. and all others
similarly situated

EXHIBIT 1

PART II: TERMS FOR MERCHANTS USING “FLINT PROCESSING”

YOUR FLINT MOBILE ACCOUNT GUIDELINES

After activation of your Flint Mobile Account, you will be asked to complete your user profile including providing your bank account information for automatic deposits of funds. You must complete this in order to access any funds that you accept through the Service. If you accept a payment prior to providing your bank account information, we will deposit related funds after you provide your auto deposit information.

You may not use the Service to accept payments in connection with any of the activities or businesses listed below. By accepting this Agreement, you confirm that you will comply with these requirements.

Adult entertainment oriented products or services

Selling goods or services that represent a violation of any Local, State or Federal law

Any merchant operating outside the United States

Airline

Collection Agency

Cruise Line

Credit Counseling

Credit Protection or ID protection service

Debt Elimination or Reduction service

Distressed Property Sales and Marketing

Gambling

Tobacco Sales

Pharmaceuticals

Hate Products

Firearm or weapon sales

Drug paraphernalia

Multi-Level Marketing programs

Rebate or upsell Programs

Timeshare resales and marketing

Membership clubs

Outbound telemarketing

Inbound videotext telemarketing

Direct Marketing for Continuity or Subscription services

Submitting sales for payment that results from another entity that provided goods or services to the cardholder

Script dispensing terminals

Household purposes where the purchaser is not a customer

EXHIBIT 2

Google Payments content policies

Google has developed the following policies to ensure overall program quality and a positive user experience for everyone. Any individual or business processing transactions with Google Payments Merchant Center must adhere to these policies.

Google reserves the right to expand or edit these policies at any time. Google will also exercise its sole discretion in the interpretation and enforcement of these policies in conjunction with the program's Terms of Service. **Products, goods, services and other items not listed below may still be restricted.**

Unacceptable product categories	Examples
Academic paper-writing and test-taking services	Pre-written essays, thesis papers, and dissertations; offers for paper-writing or test-taking services
Adult goods and services	Pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services
Alcohol	Payment processing of beer or liquor. Alcohol content is permitted for the purposes of allowing a user to save a “show and scan” object to Google. Learn more about the exceptions.
Animals and regulated species	Animal parts, blood, or fluids; noxious weeds; prohibited seeds; plants or other organisms (including product derivatives) in danger of extinction or whose trade is otherwise regulated by law
Bulk marketing tools	Email lists, software, or other products enabling unsolicited email messages (spam)
Child pornography	Pornographic materials involving minors, or content that can be perceived as pedophilia erotica
Copyright media and software	Unauthorized copies of books, music, movies, and other licensed or protected materials including copies without proper attribution; and unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software
Counterfeit and unauthorized goods	Replicas or imitations of designer or other goods; items without a celebrity endorsement that would normally require such an association; fake autographs; currency; stamps; tickets; other potentially unauthorized goods
Devices or techniques for unlocking technical protection measures	Mod chips or other devices for circumventing technical protection measures on digital devices, including for unlocking iPhones
Drugs and drug paraphernalia	Controlled substances, narcotics, illegal drugs, and drug accessories, including psychoactive and herbal drugs such as salvia and magic mushrooms and materials promoting their use; or legal substances, such as plants or herbs, in a manner that suggests

	<p>ingesting, inhaling, extracting or otherwise using any substance or compound from the legal substance will provide the same effect as an illegal drug, compound or substance or that will provide unsubstantiated health benefits</p>
<p>Financial or other regulated products, services, securities, and stored value</p>	<p>Payment processing is forbidden for the following services: investment consulting; refinancing or transfer of non-collectable debt; stock brokerage; manual cash disbursements; transfers involving any virtual currency, money orders; traveler's checks; stocks, bonds, or related financial products; insurances; units in collective investment schemes; stored value cards; credit services (not including credit reports or scores provided to a consumer by a consumer reporting agency); provision of services regulated or prohibited by applicable law.</p> <p>Under certain conditions, some financial services would be permitted for the purposes of allowing a user to save a "show and scan" object to Google. Learn more about the policy exceptions.</p>
<p>Fund solicitations</p>	<p>Donation solicitations from parties without a valid 501(c)(3) tax exempt status clearly displayed to the public; solicitations from parties without valid proof of exempt tax status or proof of registration with the relevant country's regulatory bodies and authorities; and political organizations that have registered with the FEC</p>
<p>Gaming/gambling</p>	<p>Lottery tickets, sports bets, memberships/ enrollment in online gambling sites, and related content. Promotion of offline brick and mortar casinos is allowed.</p>
<p>Government IDs, documents, or uniforms</p>	<p>Including but not limited to government issued IDs, passports, diplomas, noble titles, and uniforms, except if sold by an authorized government agency or by a supplier accredited by an authorized government agency</p>
<p>Hacking and cracking materials</p>	<p>Manuals, how-to guides, information, or equipment that violate the law by damaging or enabling unlawful access to software, servers, websites, or other protected property</p>
<p>Human parts</p>	<p>Organs or other body parts; body fluids; stem cells; embryos</p>
<p>Illegal/Stolen goods</p>	<p>Materials, products, or information promoting illegal goods or enabling illegal acts; goods you do not own or have the right to sell; goods produced in violation of a third party's rights; smuggled goods and goods in violation of export, import or labeling restrictions; motor vehicles subject to transfer restriction; goods recorded on public registers (such as real estate) and whose transfer requires formalities that cannot be legally completed online. Note: You are solely and completely responsible for verifying that all items you sell are authentic and legal.</p>
<p>Illegal telecommunications equipment</p>	<p>Devices intended to obtain cable and satellite signals for free, cable descramblers and black boxes, access cards, access card programmers and unloopers, unlawful tools or products to modify cellular telephones, and other equipment deemed unlawful by the</p>

	Federal Communications Commission (FCC) or other competent regulatory body in the country in which the goods are offered for sale
Miracle cures	Unsubstantiated cures, remedies or other items marketed as quick health fixes
Multi-level marketing and wealth creation programs	Multi-level marketing programs (including online payment randomizers), matrix, pyramid, Ponzi schemes, wealth creation programs, paid to click schemes, and all similar programs
Offensive goods	<p>Goods, literature, products, or other materials that:</p> <ul style="list-style-type: none"> Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors Defame or slander any person or groups of people protected from defamation or slander by applicable law (such as the protection afforded to the royal family in some jurisdictions) Encourage or incite violent acts Promote intolerance or hatred Promote or support membership in terrorist groups or other organizations prohibited by law Promote revisionist theories proscribed by applicable law Contravene public morality
Offensive goods, crime	Crime scene photos or items, such as personal belongings, associated with criminals or a criminal act
Precious materials	Bulk sales of rare, scarce, or valuable metals or stones
Prescription drugs and medical devices	Drugs or other products requiring a prescription by a licensed medical practitioner, veterinarian or any online pharmacies or whose distribution is otherwise regulated; medical devices that require government authorization for distribution; and drug test circumvention aids. Health related product promotion is permitted, subject to certain conditions and restrictions, to enable a user to save show and scan objects to Google. Learn more about the policy exceptions.
Protected cultural items and artifacts	Material covered by the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property or otherwise restricted by law from sale, export or transfer; Artifacts, cave formations (speleothems, stalactites, and stalagmites) and grave-related items that are protected under federal laws, such as The Federal Cave Resources Protection Act of 1988, and the Native American Grave Protection and Repatriation Act
Pyrotechnic devices and hazardous materials	Fireworks and related goods; toxic, flammable, and radioactive materials and substances; gunpowder; explosives

Regulated goods	Air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; medical procedures; car number plates; police badges and law enforcement equipment; lock-picking devices; medical devices; pesticides and insecticides; postage meters; passive fitness equipment and electrostimulators; recalled items; slot machines; surveillance equipment that is primarily used to obtain unlawful interception of wire, oral, or electronic communications and/or to facilitate the unlawful view or recording of individuals; goods regulated by government or other agency specifications.
Traffic devices	Radar jammers, license plate covers, traffic signal changers, and related products
Travel packages and offers	Payment processing for travel services, including hotel, flight, cruise and car reservations, travel clubs, etc. All travel related content enabling a user to “show and scan” an offer, boarding pass or ticket is permitted. Additionally, travel packages and offers are an acceptable product for users of Android Pay .
Tobacco and cigarettes	Cigarettes, cigars, chewing tobacco, and alternative products
Weapons	Firearms, ammunition, and other items including but not limited to firearms, disguised, undetectable or switchblade knives, martial arts weapons, silencers, ammunition, ammunition magazines, BB guns, and tear gas. Under certain conditions, some products and services would be permitted for the purposes of allowing a user to save a “show and scan” object to Google. Learn more about the policy exceptions .
Wholesale currency	Discounted currencies or currency exchanges; currency backed by precious metals

EXHIBIT 3

INTUIT PAYMENT SOLUTIONS ACCEPTABLE USE POLICY

By accessing or using our card, ACH and other payment processing services (collectively "Services") under the Intuit Merchant Agreement, you agree to be bound by this Acceptable Use Policy ("AUP") and any additional terms, conditions, rules or policies that are provided to you in connection with the Services. This AUP is subject to change without notice.

1. Purpose. The purpose of this AUP is to comply with relevant laws and card or payment association (e.g. Visa, MasterCard, American Express, NACHA) rules and policies; to specify to you what activities are considered an unacceptable use of the Services; to protect the integrity of our payment network; and to specify the consequences that may flow from undertaking any prohibited activities.

2. Unlawful Activity; Fraudulent, Deceptive or Unfair Business Practices. Services may only be used for lawful purposes and activities. If we determine, or have reason to believe, in our sole discretion, that you are engaging, or have engaged, in any illegal activities, activities prohibited under our AUP, or in business practices that we deem fraudulent, deceptive and/or unfair, we may take corrective action (without or without notice to you) including, but not limited to: blocking a transaction; holding settlement or funds associated with a prohibited transaction; suspending, restricting or terminating your use of the Services and the Merchant Agreement. You may also incur substantial fees, assessments, fines and other related expenses.

3. Prohibited Merchants. If any of the following apply to you, you are ineligible (or may become ineligible) to use our Services:

- Your use of Services may cause us not to be compliant with any card association rules/policies or us not to be in compliance with any laws or regulations.
- You are domiciled, a resident of a country, or have a principal place of business outside of the U.S.
- You transact in currency other than the U.S. currency.
- You transact more than 50% international transactions in any given month without our prior approval.
- You are involved in any fraudulent or illegal activity (for example, child pornography, illegal drugs, counterfeit or stolen items, prostitution) or your business is likely to notoriety or reputational damage to Intuit or any card associations or NACHA.
- You are listed on the VISA Terminated Merchant File, MasterCard MATCH, or any other similar prohibited merchant list.
- You are operating in a jurisdiction or identified as a sponsor of international terrorism; listed on the U.S. Department of State's Terrorist Exclusion List; or listed on the U.S. Department of Treasury, Office of Foreign Assets Control's, Specially Designated Nationals and Blocked Persons List.
- You transact for sales of goods or services where the cardholder will not take full possession for greater than 90 days without prior review or consent.

4. Prohibited Activities and Business. Some merchants or business are not eligible (or become ineligible) to use our Services. We may terminate your Merchant Agreement without prior notice to you if you fall into one of the following categories and/or accept payment for the following prohibited activities provided below.

Prohibited Business Type	Description
--------------------------	-------------

	(Note: this list is not exhaustive and we may, at our sole discretion, modify this list without notice.)
Adult Services	Lingerie or passion parties; adult DVD rentals/sales; adult novelties; massage parlors (without licensed massage therapists); escort services; adult digital content; mail order bride services; dating/match-making services
Aggregated Merchant Accounts Money Service Business	Payment facilitators; e-wallets; crowd funding products; money transmission services
Auctions/Consignment	Online penny auctions; bid-to-bid; auction services; online consignment shops
Bankruptcy Services	Bankruptcy attorneys; collection attorneys; factoring companies; liquidation services
Check Cashing/Guarantee	Check cashing services; check guarantee services
Credit Repair/Counseling, Credit/Identity Protection	Credit repair services; credit counseling or credit repair services; credit protection or identity theft protection
Debt Collection	Collection agencies and any business engaged in the collection of debt; factoring companies; third party medical billing
Diplomatic Mission	Permanent or semi-permanent diplomatic missions, high commissions, consulates, embassy and related services including: government issued ID, passport, diplomas
Drug Paraphernalia	Equipment, or material that is for making, using, or concealing legal drugs
Financial or other Regulated Products, Services, Securities, and Stored Value	Banks, credit unions, shell banks, saving and loans associations, including services such as the sale of equities, trusts, mutual funds offered through a financial institution, stock brokerage, manual cash disbursements, transfers involving virtual currency, stored value cards, credit services, bearer shares
Hazardous Materials and Pyrotechnic Devices	Automated fuel dispensers; toxic, flammable, and radioactive materials and substances; gunpowder; explosives
Gambling	Casino chips; bookmakers; federal, state and local lotteries; bingo; internet gambling; off-track betting; racetracks; casinos.
Marijuana Dispensaries	Marijuana in any form for the sale of any purpose including medicinal/homeopathic
Multi-Level Marketing/Pyramids	Online payment randomizers; pyramid and Ponzi schemes; wealth creation programs; paid to click schemes and other similar programs
Occult Services/Goods	Mail order, phone or online palm readers; psychic services; astrology services
Pawn Shop	Stores that offer loans in exchange for personal property as equivalent
Regulated MOTO Businesses	Business that are not conducted face-to-face and are regulated by state and federal authorities including: mail order, phone or online ("MOTO") animal/pet sales; MOTO tobacco sales (cigars, flavored/loose or synthetic tobacco, electronic cigarettes, nicotine, smoking paraphernalia); MOTO firearms and weapons sales; MOTO pharmacies and pharmacy referral sites; MOTO alcohol sales; and MOTO fireworks and related goods
Travel	Travel packages and offers; travel services, including third party booking sites, flight, cruise; travel clubs/certificates; timeshares and resellers of timeshare; airlines
Telephone/Telecommunications	Local/long distance services or software; VOIP; pre-paid phone cards; pre-paid phone service
Other High Risk Business Types	Any business whose business type has had historically high occurrence of fraud or disputed charges/transactions. Examples of such high-risk business types are listed below.

This list is not exhaustive and we may, at our sole discretion, modify this list without notice.

1. Miracle cures, unsubstantiated remedies or other items marketed as quick health fixes; designer supplements; nutraceuticals, muscle mass/proteins; weight gain or loss; HGH or HCG sales.
2. Sale of K2, spice or similar psychoactive herbal and chemical products including but not limited to JWH-0113 and HU-210.
3. Sale of bath salts, incense or potpourri for the purpose of ingestion, synthetic stimulants with psychoactive effects; sale of Salvia Divinorum, Amyl, Butyl, and Isobutyl Nitrite, sale of psilocybin mushrooms or derivatives including spores.
4. Sale of email or direct marketing lists enabling unsolicited contacts, telemarketing merchants (inbound or outbound).
5. Sale of manuals, how-to guides or equipment to disable or “hack” or modify access controls on software, servers, phones or websites, including but not limited to mod-chips, drive chips, or access cards.
6. Sale of devices that are designed to block, jam, or otherwise interfere with cellular and personal communication services, police radar, global positioning systems, and wireless networking services.
7. Items that encourage, promote hate, violence or racial intolerance
8. High risk cyberlockers – a cyberlocker is an Internet hosting service specifically designed to host user files which can contain prohibited content.
9. Large digital merchants – digital goods merchants (goods delivered via electronic format) with a minimum of 25 million transactions annually.

5. Prohibited Transactions. You further agree not to use the Services in connection with any of the following prohibited transactions or payment processing practices:

- Processing a transaction for the purpose of adding funds to an account (i.e. account funding transactions or factoring).
- Allowing international customers to pay in the currency of their home currency.
- Processing any quasi-cash transactions.
- Processing transactions for another business.
- Splitting a single transaction into two or more sale receipts.
- Processing a transaction for the purchase of scrip or substitute money.

6. Compliance Monitoring; Violations of this Policy. We will monitor your transactions and activities for potential violations of this AUP. Monitoring includes, but is not limited to, reviewing your accounts for retrievals, returns, chargebacks, and/or by using a third party information or source. We encourage you to contact us if you believe you may be in violation of this AUP. We reserve the right to take any corrective action (with or without notice to you) as we deem necessary to mitigate our risk or ensure compliance with this AUP, including but not limited to: blocking a transaction; holding funds associated with a prohibited transaction; suspending, restricting or terminating your use of the Services, and Merchant Agreement. You may also incur substantial fees, assessments, fines and other related expenses from us, the card associations

(i.e. Visa, MasterCard) and/or our sponsor banks. You may also be liable to us for any damages assessed upon us as a result of your prohibited activity and you agree to reimburse us for any and all assessments, fines and expenses, including reasonable attorneys' fees incurred by us and/or levied on us by a card association or our sponsor banks.

November 2015

EXHIBIT 4

PayPal Acceptable Use Policy

Last Update: July 1, 2015



You are independently responsible for complying with all applicable laws in all of your actions related to your use of PayPal's services, regardless of the purpose of the use. In addition, you must adhere to the terms of this Acceptable Use Policy.

Prohibited Activities

You may not use the PayPal service for activities that:

1. violate any law, statute, ordinance or regulation.
2. relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
3. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (h) involve currency exchanges or check cashing businesses, (i) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (k) involve offering or receiving payments for the purpose of bribery or corruption.
4. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.

EXHIBIT 5

Your Square Account

By creating a Square Account, you confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate. The Services and your Square Account may only be used for business purposes in the fifty states of the United States of America and the District of Columbia. You may not export the Services directly or indirectly, and you acknowledge that the Services may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII).

By creating a Square Account, you also confirm that you will not accept payments in connection with the following businesses or business activities: (1) any illegal activity or goods, (2) buyers or membership clubs, including dues associated with such clubs, (3) credit counseling or credit repair agencies, (4) credit protection or identity theft protection services, (5) direct marketing or subscription offers or services, (6) infomercial sales, (7) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an internet or telephone consultation, absent a physical visit with a physician including re-importation of pharmaceuticals from foreign countries), (8) unauthorized multi-level marketing businesses, (9) inbound or outbound telemarketers, (10) prepaid phone cards or phone services, (11) rebate based businesses, (12) up-sell merchants, (13) bill payment services, (14) betting, including lottery tickets, casino gaming chips, off-track betting, and wagers at races, (15) manual or automated cash disbursements, (16) prepaid cards, checks, or other financial merchandise or services, (17) sales of money-orders or foreign currency, (18) wire transfer money orders, (19) high-risk products and services, including telemarketing sales, (20) automated fuel dispensers, (21) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (22) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury (23) internet/mail order/telephone order cigarette, tobacco or vaporizer sales, (24) drug paraphernalia, (25) occult materials, (26) hate or harmful products, (27) escort services, or (28) bankruptcy attorneys or collection agencies engaged in the collection of debt.

EXHIBIT 6

Prohibited Businesses

Last Updated: September 29, 2014.

The following categories of businesses and business practices are prohibited from using the Stripe Service (“Prohibited Businesses”). Most Prohibited Business categories are imposed by Card Network rules or the requirements of our banking providers or processors. The types of businesses listed in the right column are representative, but not exhaustive. If you are uncertain as to whether your business is a Prohibited Business, or have questions about how these requirements apply to you, please [contact us](#).

By registering for Stripe, you are confirming that you will not use the Service to accept payments in connection with the following businesses, business activities or business practices.

Financial and professional services

Investment & credit services	Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; lending instruments
Money and legal services	Money transmitters, check cashing, wire transfers, money orders; currency exchanges or dealers; bail bonds; collections agencies; law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm (e.g., firms cannot use Stripe to hold client funds, collection or settlement amounts, disputed funds, etc.)
Virtual currency or stored value	Virtual currency that can be monetized, resold, or converted to physical or digital products and services or otherwise exit the virtual world (e.g., Bitcoin); sale of stored value or credits maintained, accepted and issued by anyone other than the seller

IP Infringement, regulated or illegal products and services

Intellectual property or proprietary rights infringement	Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; any product or service that directly infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party; use of Stripe intellectual property without express consent from Stripe; use of the Stripe name or logo including use of Stripe trade or service marks inconsistent with the Stripe Marks Usage Agreement , or in a manner that otherwise harms Stripe or the Stripe brand; any action that implies an untrue endorsement by or affiliation with Stripe
Counterfeit or unauthorized goods	Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported
Gambling	Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
Regulated products and	Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes,

services	and e-liquid; online pharmacies; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis
Adult content and services	Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features

Unfair, predatory, or deceptive practices

Get rich quick schemes	Investment opportunities or other services that promise high rewards
Mug shot publication or pay-to-remove sites	Platforms that facilitate the publication and removal of content (such as mug shots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm
No-value-added services	Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

Products or services that are otherwise prohibited by our financial partners

Aggregation	Engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds
Drug paraphernalia	Any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
High risk businesses	Bankruptcy lawyers; computer technical support; psychic services; travel reservation services and clubs; airlines; cruises; timeshares; prepaid phone cards, phone services, and cell phones; telemarketing, telecommunications equipment and telephone sales; drop shipping; forwarding brokers; negative response marketing; credit card and identity theft protection; the use of credit to pay for lending services; any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies
Multi-level marketing	Pyramid schemes, network marketing, and referral marketing programs
Pseudo pharmaceuticals	Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
Social media activity	Sale of Twitter followers, Facebook likes, YouTube views, and other forms of social media activity
Substances designed to mimic illegal drugs	Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
Video game or virtual world credits	Sale of in-game currency unless the merchant is the operator of the virtual world
Use of Stripe in a manner inconsistent with its intended use or as expressly prohibited in	Use of Stripe principally as a virtual terminal (e.g., submitting card transactions by manually inputting card information); processing where there is no bona fide good or service sold, or donation accepted; card testing; evasion of card

the Terms of Service	network chargeback monitoring programs; sharing cardholder information with another merchant for payment cross-sell product or service
----------------------	--