

Recent Case Law Focuses on Drafting Considerations in Payments Contracts



The **Blockchain & Financial Services Blog** of Frost Brown Todd features a discussion in which a court ruled that where a contract between a credit card processor and its sale agent had conflicting clauses, the clause should be read in favor of the sales agent, resulting in the credit card processor being liable for withholding residual payments.

Courtney Rogers Perrin writes about *Infinity Capital LLC v. Francis David Corp.*, from the Northern District of Ohio.

The ruling offers a lesson in contract drafting and the need for clear, non-contradictory provisions, as well as enforceable damages clauses, according to Perrin.

Read the article.