Merchant Application

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| --- | --- | --- | --- | --- | --- |
| Control Number: |       | Name of Bank: |       | Branch: |       |
| Type of Account: | [ ]  Direct Account [ ]  Agent Bank Account [ ]  Bank Referral / New Relationship |
|  |
| **BUSINESS INFORMATION** | **LEGAL INFORMATION** |
| Merchant’s DBA Number / Outlet Name:      | Merchant’s Business Legal Name:      |
| Physical Street Address (No P.O. Box):      | Legal Street Address:      |
| City, State, Zip:      | City, State, Zip:      |
| DBA Phone:      | DBA Fax:      | Corporate Phone:      | Corporate Fax:      |
| Contact Name at this Address:      | Contact Name at this Address:      |
| Email:      | Email:      |
| Customer Service Phone Number (Required for MOTO/Internet Merchants):       | Website Address (Required for Internet Merchants):      |
|  |
| **MERCHANT PROFILE (American Express, Discover, MasterCard and Visa Information)** |

|  |  |
| --- | --- |
| Type of Business: [ ]  Public [ ]  Private – Ticker Symbol:       | Market Type: |
| Type of Ownership: [ ]  Corporation [ ]  LLC [ ]  Professional Assoc. [ ]  Partnership [ ]  Sole Proprietorship [ ] Tax Exempt Org. (501C: [ ]  3 [ ] 4 [ ] 10) [ ]  Government/Municipality | [ ]  e-Commerce[ ]  Cash Advance[ ]  Emerging Market | [ ]  Auto Rental[ ]  Lodging [ ]  MO/TO | [ ]  P-Card[ ]  Public Sector[ ]  Restaurant  | [ ]  Retail[ ]  Supermarket[ ]  Other:      |

|  |  |  |  |
| --- | --- | --- | --- |
| Federal Tax ID Number: |       | Years in Business Under Current Ownership: |       |
| Type of Goods Sold:  |       | SIC Code: |       |
| Sales Profile (Must Equal 100%): | Card Swiped:      % | Manually Keyed WITH Imprint      % | MO/TO/Internet      % |
| Does business currently accept American Express, Discover, MasterCard and/or Visa: | [ ]  Yes [ ]  No |
| Does business accept Transaction before the Customer receives Product or Service: | [ ]  Yes [ ]  No |
| How long does Customer wait before Product is received:       | Percentage of sales in this category:      % |
| Duration of extended service or benefits (in weeks):       | Percentage of cost that is prepayment:      % |
| Does Merchant offer Warranties, Dues, Subscriptions, Memberships or other Extended Service: [ ]  Yes [ ]  No |
| Annual American Express, Discover, MasterCard and/or Visa Sales: $      | Average Ticket: $      |
| Total American Express, Discover, MasterCard and/or Visa Sales: $      | American Express Acceptance: [ ]  Yes [ ]  No |
| American Express Annual Volume <$1,000,000: [ ]  Yes [ ]  No | American Express Marketing: [ ]  Yes [ ]  No |
|  |
| **Member Bank (Acquirer) Information** |
| BMO Harris Bank N.A. – 150 N. Martingale Road, Suite 900, Schaumburg, IL. 60173 – (847) 240-6600 |
| **Important Member Bank (Acquirer) Responsibilities** | **Important Merchant Responsibilities** |
| 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.
 | 1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa International Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems. |
| **Merchant Resources** |
| * You may download “Visa Regulations” from Visa at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
* You may download “MasterCard Rules” from MasterCard at: <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
* You may download additional merchant information from Discover at: <http://www.discovernetwork.com/merchants/index.html>
* You may download “American Express Merchant Operating Requirements” at: <https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf>
 |
| **Merchants Signature:****X** | **Name (Printed):**      | **Title:**      | **Date:**      |
| **Card Service Questions, Contact:** Global Payments Direct, Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 – or Call: 1(800)367-2638 |
| Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice. |
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|  | **Merchant Initials:** **X**  |





Merchant Application (continued)

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| **Credit/Debit Card Services and Fee Schedule** (See Terms & Conditions for Association and Assessments Fees) |
| **Plan Type** | **New** | **Existing** | **Existing ID** | **Discount Rate** | **I/A** | **Per Item** | **Per Auth.** |
| [ ]  | VISA Credit | [ ]  | N/A | N/A |      % | [ ]  | $      | $      |
| [ ]  | VISA Business Card | [ ]  | N/A | N/A |      % | [ ]  | $      | $      |
| [ ]  | VISA Check | [ ]  | N/A | N/A |      % | [ ]  | $      | $      |
| [ ]  | MasterCard Credit | [ ]  | N/A | N/A |      % | [ ]  | $      | $      |
| [ ]  | MasterCard Business Card | [ ]  | N/A | N/A |      % | [ ]  | $      | $      |
| [ ]  | Debit MasterCard | [ ]  | N/A | N/A |      % | [ ]  | $      | $      |
| [ ]  | Discover Credit | [ ]  | [ ]  |       |      % | [ ]  | $      | $      |
| [ ]  | Discover Business Card | [ ]  | [ ]  |       |      % | [ ]  | $      | $      |
| [ ]  | Discover Check | [ ]  | [ ]  |       |      % | [ ]  | $      | $      |
| [ ]  | PayPal Credit (card present) | [ ]  | [ ]  |       |      % | [ ]  | $      | $      |
| [ ]  | Diners Club, UnionPay, JCB | [ ]  | [ ]  |       |      % | [ ]  | $      | $      |
| [x]  | Debit (other than Visa/MC) | [ ]  | [ ]  |       |      % | [ ]  | $0.35 | $      |
| [ ]  | EBT | [ ]  | [ ]  |       |      % | [ ]  | $      | $      |
|  | **Tier 1** | **Tier 2** | **Tier 3** |  |
| [ ]  | American Express | [ ]  | [ ]  |       |      % |      % |      % | [ ]  | $      | $      |
| [ ]  | American Express Prepaid | [ ]  | [ ]  |       |      % |      % |      % | [ ]  | $      | $      |
| Merchant FNS#:       | Cash Benefits: [ ]  Yes [ ]  No | Daily Discount: [ ]  Yes [ ]  No |
|  |
| **Surcharge**  |
| [ ]  | Retail/Restaurant | [ ]  | Restaurant | [ ]  | Emerging Market |
| [ ]  | MOTO | [ ]  | Public Sector | [ ]  | Lodging/Auto Rental |
| [ ]  | Other:       |  |  |
| $      | Near-Qualified | $      | Non-Qualified | $      | Mid-Qualified | $      | Pass-Thru Plus |
| A list of additional fees/rates can be found on pages 2, 3 and 21 of this Card Services Agreement contract under the headings “Other Fees”, “Association Fees and Assessments”, “Equipment Fees”, “Hardware”, “Schedule A – Check Services”, and “Mobile Hardware and Software”, as applicable. The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges indicated above in addition to the rate quoted. The debit surcharge ranges up to 3.40%. See the “Other Fees” section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant’s applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit transactions include fees assessed by the applicable network organization. |
|  |
| **Other Fees** **(Per occurrence fees marked with a \*)** |
| $      | Non-Refundable Application Fee \* | $      | Minimum Monthly Discount | $12.50 | Monthly Statement Fee  |
| $      | POS Equipment/Warranty Fee-Per Unit/Set (Monthly) | $      | Monthly Statement Fee (Paper combination/online)  | $      | Additional Location Fee\* |
| $100.00 | Monthly PCI/ DSS Non Compliance Fee \* | $35.00 | Chargeback Fees \* | $      | Virtual Site Survey Fee\* |
| $5.00 | Monthly Regulatory Compliance Fee | $35.00 | Non-Sufficient Funds \* | 0.075% | Technology Fee |
| $9.00 | Monthly Debit Card Membership Fee | $0.85 | Voice Authorization Fee \* | $20.00 | Retrieval Fee \* |
| $30.00 | Replacement Shipping Fee \*  | $      | Installation/Programming Fee\* | $      | Reprogramming Fee\* |
| $      | Handling Fee | $0.25 | Batch/ACH Fee \* | $49.95 | Semi-Annual Postage |
| $      | Minimum Monthly Debit | $24.95 | Data Monitoring Fee\*  | $95.00 | Annual Service Fee |
| $1.50 | Voice AVS Fee \* | $      | Other:       | $      | Other:       |
|  |

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| **Equipment Fees (Per occurrence fees marked with a \*)** |
| $      | Monthly Membership Fee (monthly fixed fee) | $      | PC Pay Upgrade from PCCharge \* | $      | Datawire 240/4 MicroNode \* |
| $      | Global Trans. VT w/Sig. Capture Monthly Fee | $      | PC Pay Upgrade to Current Version \* | $      | Datawire 960 AS MicroNode \* |
| $      | Global Transport VT Per Transaction Fee | $      | PC Pay Additional MID License \* | $      | Datawire Setup Fee \* |
| $      | Global Transport VT Per Transaction Fee w/AVS | $      | Global Transport Client Setup \* | $      | Datawire VXN \* |
| $      | Global Transport VT w/Sig. Capture Per Transaction Fee | $      | Global Trans. VT w/Sig. Cap. Setup Fee \* | $      | Global Internet Gateway \* |
| $      | Go Software: Setup Fee \* |
| $      | Global Transport VT Monthly Access Fee | $      | Global Transport VT Setup Fee \*  | $      | VPN Hardware Router Fee \* |
| $      | Global Transport Client Per Transaction Fee w/AVS | $      | Pay Flow Link: One Time Setup Fee  | $      | VPN Monthly Fee |
| $      | Pay Flow: One Time Setup Fee | $      | VPN Per Transaction Fee |
| $      | Global Transport Client Per Transaction Fee | $      | CDMA Monthly Wireless Service Fee | $      | VPN Setup Fee \* |
| $      | Pay Flow: Recurring Billing Monthly Fee | $      | CDMA One-Time Activation Fee | $      | VPN Software Fee \* |
| $      | Pay Flow: Recurring Billing Svc Setup Fee \*  | $      | 3-Delta Systems: Setup Fee \* | $      | TNS SSL \* |
| $      | PC Pay Upgrade to Unlimited User License \* | $      | Scan Batch Header Fee \* | $      | Touchtone Capture AVS Fee \* |
| $      | PC Pay Single Merchant/Single User License \* | $      | Datawire Dial Back-up Fee (monthly) | $      | Touchtone Capture Fee \* |
| $      | PC Pay Add’l User License/Add’l MID License \*  | $      | Datawire Network Access Module \* |
| $      | PC Pay Annual Support Fee (annual fixed fee) | $      | Annual Postage & Service Fee (Annual Fixed Fee) |
|  |
|  | **Merchant Initials:** **X** |

Merchant Application (continued)

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| **Hardware** |
|  | Individual Pricing | Combination Pricing | Special Instruction:       |
| **Item / Type** | Quantity | Amount | # Payments | Amount | # Payments |
| Terminal:       |       | $      |       | $      |       |
| Printer:       |       | $      |       | $      |       |
| Check Reader:       |       | $      |       | $      |       |
| PIN Pad:       |       | $      |       | $      |       |
|  |
| Process Method: [ ]  EDC [ ]  Touchtone [ ]  Paper | Platform: [ ]  East [ ]  Central [ ]  Other       |
| Global to Schedule Download: [ ]  Yes [ ]  No | Global to Train: [ ]  Yes [ ]  No |
| Terminal Application / PC Software Type:       | Global PC Software: [ ]  Own  [ ]  Purchase – Price: $      # of Payments:        |
| Terminal Type:       | [ ]  Own/ Reprogram [ ]  Purchase [ ]  Lease [ ]  Rental |
| Number of TIDs:       | Third Party Settlement: [ ]  Terminal [ ]  Host |
| PINPad Type:       | Printer Type:       | Check Reader:       | Product:       |
| Imprinter: [ ]  Own [ ]  Purchase – Price Per Unit: $      | [ ]  Standard – Purchase Quantity:       [ ]  Handheld - Purchase Quantity:        | Total Regular Plates Needed:      Total Plastic Cards Needed:       |

|  |  |
| --- | --- |
| **Schedule A – Check Services**  | [ ]  **NOT APPLICABLE** |
| Service | Merchant No. | 100% Merchant Liability | 0% Merchant Liability | Recurring ACH Transactions | Discount Rate | Guarantee / Transaction Limit | ACH Transaction Fee | Minimum Monthly Fee | Monthly Volume Requirement |
| Face-to-Face ACH Transaction |       | [ ]  | [ ]  | [ ]  |      % | $      | $      | $      | $      |
| Tel ACH Transaction |       | [ ]  | [ ]  | [ ]  |      % | $      | $      | $      | $      |
| WEB ACH Transaction |       | [ ]  | [ ]  | [ ]  |      % | $      | $      | $      | $      |
|  |
| Detailed Billing Fees: $15.00  | Risk Assessment Fee: $       | Annual Membership Fee: $50.00  |
| Minimum ACH Fee: $      | Set-Up Fee: $       | Annual Network Support Services: $60.00  |
|  |
| Type of Business:       | SIC:             | Annual Volume: $       |
| Average Ticket :$       | Approval #:       | # of Chain Locations:       |
|  |
| Chain MVR/MMF: $        | Rep Name:        | Rep Number:       |
| Services Start Date (mm/d/yyyy):       | Bank Forwarding: [ ]  Yes [ ]  No | Remarks:        |
|  |
| Terminals: [ ]  New [ ]  Existing Terminal Type:       |  Check Reader: [ ]  New [ ]  Existing Reader Type:       |
| Contact for Programming:       | Best Time for Programming:        |
| Equipment Deployment: [ ]  GP/Chicago [ ]  Other:       | Current Credit Card Processor:        |
| Special Instructions:       |

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| **Mobile – Hardware and Software** | [ ]  **NOT APPLICABLE** |
| **Sales Representative Information** |
| Sales Rep Name: |       | Sales Rep Phone: |       |
| Sales Rep Code: |       | Sales Rep Email: |       |
| Verizon Rep Name: |       | Verizon Rep Phone: |       |
| Verizon Rep Code: |       | Verizon Rep Email: |       |
| **Location Merchant Information** |
| Merchant Name: |       | Email: |       |
| Contact: |       | MID: |       |
| Phone: |       | Time Zone: |       |
| Location Name: |       | URL: |       |
| Location Address: |       | Shipping Address: |       |
| **Location Packages** |  | **Software Packages** |
| **Hardware Package** | **Color\*** | **Units**  | **Price** | **Hardware Package** | **Units**  | **Price** |
| VZW Mobile To Go | [ ]  B [ ]  R [ ]  W |      | $  | A Talech with 1G Verizon Service |      | $  |
| VZW Retail/Café | [ ]  B [ ]  R [ ]  W |      | $  | B Talech with 2G Verizon Service |      | $  |
| VZW Quick Serve | [ ]  B [ ]  R [ ]  W |      | $  | C Additional Talech with 1G Service |      | $  |
| VZW Full Serve Rest  | [ ]  B [ ]  R [ ]  W |      | $  | D Additional Talech with 2G Service |      | $  |
| VZW Additional Rest Station | [ ]  B [ ]  R [ ]  W |      | $  | E Talech |      | $  |
| Retail/Café | [ ]  B [ ]  R [ ]  W |      | $  | F Additional Talech |      | $  |
| Full Serve Rest | [ ]  B [ ]  R [ ]  W |      | $  |  |
| Additional Rest Station  | [ ]  B [ ]  R [ ]  W |      | $  |
| Boomtown Service |  |  | $  |
|  |
| **\*B= Black, R= Red, W = White** |
|  |

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| --- | --- |
|  | **Merchant Initials:** **X** |

 Merchant Application (continued)

|  |  |
| --- | --- |
| **Mobile – Hardware and Software (Continued)** | [ ]  **NOT APPLICABLE** |
| **Location A La Carte** |
| **Item Description** | **Color\*** | **Units**  | **Price** |  | **Item Description** | **Color\*** | **Units**  | **Price** |
| 4G iPad 16GB | [ ]  B [ ]  W |      | $  | Hot Swap Program | N/A |      | $  |
| Wi-Fi iPad 16GB | [ ]  B [ ]  W |      | $  | Kitchen Printer Paper | N/A |      | $  |
| 4G iPad Mini 16 GB | [ ]  B [ ]  W |      | $  | Receipt Printer Paper | N/A |      | $  |
| Wi-Fi iPad Mini 16 GB  | [ ]  B [ ]  W |      | $  | Case Drawer | N/A |      | $  |
| Heckler Cash Drawer | [ ]  B [ ]  R [ ]  W |      | $  | Cash Drawer Cable | N/A |      | $  |
| Stand for iPad Air | [ ]  B [ ]  R [ ]  W |      | $  | Bluetooth Barcode Scanner | N/A |      | $  |
| Stand for iPad Mini | [ ]  B [ ]  R [ ]  W |      | $  | 4G Router | N/A |      | $  |
| Bluetooth Receipt Printer  |  N/A |      | $  | Card Reader | N/A |      | $  |
| Wired Receipt Printer |  N/A |      | $  | Reader Charger | N/A |      | $  |
| Kitchen Printer |  N/A |      | $  |  | N/A |      | $  |
|  |
| **Location TIDs** |
| TID 1: |       | TID 3: |       | TID 5: |       |
| TID 2: |       | TID 4: |       | TID 6: |       |
|  |
| **Mobile Flat Rate Fees** |
| **Plan Type** | **Swiped Discount Rate** | **Per Item** | **Keyed Discount Rate** | **Per Item** |
| [ ]  VISA, MasterCard & Discover Credit |  % | $  |  % | $  |
| [ ]  VISA, MasterCard & Discover Debit (Signature Only) |  % | $  |  % | $  |
| [ ]  VISA, MasterCard & Discover Business |  % | $  |  % | $  |
|  |
|  | **Tier 1** | **Tier 2** | **Tier 3** |  |
| [ ]  American Express | 2.95% | 2.95% | 3.70% |  |
| [ ]  American Express Prepaid  | 2.95% | 2.95% | 3.70% |  |
|  |
| Non-Sufficient Funds\*:  | $25.00 | Retrieval Fee\*: | $ 7.50 | Set Up Fee\*: | $  |
| Chargeback Fee\*: | $20.00 | Monthly Fee: | $  |  |
|  |
| **\* Per Occurrence****\*\* Subject to Surcharge** (Even if Qualified) |

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| **Cardholder Data Storage Compliance and Service Provider** |
| PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder’s data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:Questions: |
| Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor: [ ]  Yes [ ]  No [ ]  N/A  |
| Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)? [ ]  Yes [ ]  No [ ]  N/A |
| Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized. [ ]  Yes [ ]  No [ ]  N/A |
| The signing merchant listed below has experienced an account data compromise.\* [ ]  Yes [ ]  No [ ]  N/A - I have never accepted payment cards. |
| The signing merchant listed below is storing Sensitive Authentication Data\*\* (even if encrypted) after the transaction has been authorized. [ ]  Yes [ ]  No [ ]  N/A – I have never accepted payment cards. |
| Merchant utilizes an EMV enabled terminal: [ ]  Yes [ ]  No [ ]  N/A |
| \*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.\*\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global’s request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.**It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.** |

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| **Bank Information (Attach Voided Check or Bank Letter)** |
|  | Routing Number | DDA/Checking Account Number | Deposit | Discount | Chargebacks | Equipment | Supplies | Misc. Fees |
| Bank 1 |       |       | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| Bank 2 |       |       | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| Bank 3 |       |       | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| Bank 4 |       |       | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  |

|  |  |
| --- | --- |
|  | **Merchant Initials:** **X** |

 Merchant Application (continued)

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| **Owner/Officer Information** **Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed*.*** |
| Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? [ ]  Yes [ ]  No If “yes,” please attach details. |
|  |
| **Owner/Officer Name 1:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
|  |
| **Owner/Officer Name 2:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
|  |
| **Owner/Officer Name 3:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
|  |
| **Owner/Officer Name 4:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
|  |
| **Personal Guaranty** |
| I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant’s officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application. |
| **Signature of Guarantor (Please Sign Below):****X** | , an individual | **Name (Printed):**      |
| **Signature of Guarantor (Please Sign Below):****X** | , an individual | **Name (Printed):**      |
|  |
|  | **Merchant Initials:** **X**  |

 Merchant Application (continued)

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| --- |
| **Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization** |
| Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), Global Payments Check Services, Inc. (“Global Check”), the Merchant named above, and the Member named below ("Member") as applicable based upon the services provided. Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. (“American Express”).A copy of the Card Services Terms and Conditions, revision number 05-18-GP-Direct-HB, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, Global Check (as applicable) and Global Direct on Member's behalf, to: (a) initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions, (b) initiate debit entries to Merchant's checking account(s) for the application fees described herein prior to Global Direct's and Member's acceptance and execution of this Merchant Application, which application fees shall be retained by Global Direct and Member whether or not the Merchant Application is accepted and executed by Global Direct and Member, (c) provide ACH Transaction processing services to Merchant, and (d) order a consumer credit report on you, Merchant and each of Merchant’s officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. You further agree that all business references, including banks, may release any and all credit and financial information to Global Payments Check Services, Inc. |
| **Merchants Signature – Owner Officer Name 1:****X** | **Name (Printed):**      | **Title:**      | **Date:**      |
|  |
| **Merchants Signature – Owner Officer Name 2:****X** | **Name (Printed):**      | **Title:**      | **Date:**      |
|  |
| **Merchants Signature – Owner Officer Name 3:****X** | **Name (Printed):**      | **Title:**      | **Date:**      |
|  |
| **Merchants Signature – Owner Officer Name 4:****X** | **Name (Printed):**      | **Title:**      | **Date:**      |
|  |
| **Signing for Global Payments Direct, Inc.:****X** | **Name (Printed):**      | **Title:**      | **Date:**      |
|  |
| **Signing for Member:****X** | **Name (Printed):**      | **Title:**BMO Harris Bank N.A. | **Date:**      |
|  |
| **Merchant Site Survey Repost (To be Completed by Sales Representative)** |
| Merchant Location: [ ]  Office Building [ ]  Residence [ ]  Retail Location with Store Front [ ]  Other:       |
| Surrounding Area: [ ]  Commercial [ ]  Residential [ ]  Industrial  |
| Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business: [ ]  Yes [ ]  No – Explain:      |
| Does the Merchant use a fulfillment House: [ ]  Yes [ ]  No If Yes, was the Fulfillment House inspected: [ ]  Yes [ ]  No  |
| The Merchant: [ ]  Owns [ ]  Leases the Business Premises |
| Further Comments by Inspector (Must Complete):       |
| **I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.** |
| Verified and Inspected By (Print Name):        |
| **Representative Signature (Please Sign Below):****X** | **Representative Name (Printed):**      | **Date:**      |
| **Sales Representative Name:** | **Sales Representative Code:** | **Sales Representative Email:** | **Sales Representative Phone:** |
|  |
|  | **Merchant Initials:** **X**  |

**CARD SERVICES TERMS & CONDITIONS**

**PLEASE READ SECTION 17 (“DISPUTE RESOLUTION”) CAREFULLY**

**AS IT RELATES TO ARBITRATION AND CLASS ACTIONS**

**1. GENERAL.**

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or “you”), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. (“American Express”), and a registered acquirer for Discover Financial Services LLC (“Discover”). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner’s Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant’s Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT’S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT’S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member’s rights herein.

**2. SERVICE DESCRIPTIONS.**

Credit Card Processing Services: Global Direct’s credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders’ banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant’s request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct’s prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant’s account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant’s subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

**3. PROCEDURES.**

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct’s website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant’s ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard),Visa’s Cardholder Information Security Program, MasterCard’s Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant’s location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant’s location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws (“Truncation Laws”) and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information").  As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant’s location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct’s designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

**4. MARKETING.**

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

**5. PAYMENT, CHARGES AND FEES.**

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant’s choice acceptable to Member and Global Direct that belongs to the Automated Clearing House (“ACH”) network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant’s account(s). Merchant’s account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant’s account(s) on a daily basis. Merchant agrees to pay and Merchant’s account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant’s account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant’s processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant’s ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant’s account(s) may be debited or credited, without notice, and if Merchant’s account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant’s account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

**6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant’s premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant’s use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct’s suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers’ ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s).

In the event the Merchant’s terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney’s fees, as a result of Merchant’s use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant’s expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

**7. FINANCIAL INFORMATION.**

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.

**8. CHANGE IN BUSINESS.**

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant’s terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

**9. TRANSFERABILITY.**

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant’s account(s) as described herein.

**10. WARRANTIES AND REPRESENTATIONS.**

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant’s location and swiped through Merchant’s terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa’s Cardholder Information Security Program and MasterCard’s Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant’s goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant’s agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent’s access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

**11. INDEMNITY.**

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys’ fees, including, but not limited to, attorneys’ fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant’s breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

**12. LIMITATION OF LIABILITY.**

**12.1** NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY’S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY’S CONTROL.

**12.2 THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH’S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT’S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT.** **THIS SHALL BE THE EXTENT OF GLOBAL DIRECT’S AND MEMBER’S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT’S EXCLUSIVE REMEDY.**

**12.3** UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT’S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant’s recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

**12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

**13. TERM AND TERMINATION.**

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant’s account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant’s account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct’s invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant’s execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application, the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement or in the event Global Direct or Member reasonably deems itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant’s obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct, including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant’s expense.

**14. RETURNED ITEMS/CHARGEBACKS.**

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant’s accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant’s accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

**15. RESERVE ACCOUNT.**

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant’s obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct’s sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant’s guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant’s guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant’s guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder.

Merchant and Merchant’s guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant’s guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant’s obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

**16. DEFAULT/SECURITY INTEREST.**

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant’s affiliated entities, or Merchant’s guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant’s right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant’s expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant’s obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant’s intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant’s (on behalf of itself and its affiliated entities) and Merchant’s guarantor’s instructions to its financial institutions to accept withdrawal requests from Global Direct, Member and Merchant’s agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant’s balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

**17.       DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER**

**NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES**

**17.1     MANDATORY ARBITRATION**:**ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS)**. ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. **ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED**.  The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration.  However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies.  Such agencies can, if the law allows, seek relief on your behalf.  Further, notwithstanding the foregoing, nothing in this Section or this Card Services Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS ([www.jamsadr.com](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.jamsadr.com&d=DwMGaQ&c=zQ6tLaF7dShu6emFdFLQLQ&r=ZAK1J8KdggqRUltxNmp9BYQFM3EfjN-rQgY6paN8YHc&m=n-oR0ZTatONLQOlhIMsHTnA7EvmQTjRT3mwhJc3vJG0&s=C5lJvzDrNXGFagoMKFIcJzg_0uk66UO5Vp-u78yaCIg&e=)).  For claims greater than $250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMs default arbitration rules shall apply). For claims equal to or less than $250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties’ desire to keep proceedings cost-effective and efficient.  Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are $10,000 or less, not including the Merchant’s attorney fees (“Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith.  In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, “Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed $10,000, not including the Merchant's attorney fees (“Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the “American Express Guide”).

**17.2**     Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

**17.3**     Class Action Waiver:  MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

**18. AMENDMENTS.**

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct’s notice.

**19. WAIVER.**

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

**20. EXCHANGE OF INFORMATION.**

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant’s owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant’s activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

**21. GENERAL**

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

**22. NOTICES.**

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

**23. MERGER.**

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

**24. EFFECTIVE DATE.**

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

**25. DESIGNATION OF DEPOSITORY**.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant’s accounts. Depository, Member, and/or Global Direct may charge any of Merchant’s accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

**26. FINANCIAL ACCOMMODATION.**

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

**27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

Debit Sponsor shall act as Merchant’s sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities.

Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct’s instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant’s activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor’s sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor’s rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor’s debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

**28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.**

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant’s issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor’s certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct’s agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

**29. ACH PROCESSING: ADDITIONAL TERMS AND CONDITIONS.**

Merchant intends to process electronic check transactions or their substantial equivalent drawn on the financial accounts of individual and corporate entities

(“Customers”) and made payable to such Merchant (collectively “ACH Transactions”). Upon initiation of the ACH Transaction, Merchant must request and receive from Global Check an authorization for such ACH Transaction (“Authorization”). From the location set forth in this Agreement and other locations which are specifically listed in an amendment to this Agreement and attached hereto (“Authorized Location(s)”), Merchant shall submit a file (a “File”) to Global Check in standard Automated Clearing House (“ACH”) format containing complete payment information for each ACH Transaction. Provided that Merchant has complied with the terms and conditions of this Agreement, including any those set out in the ID Guide, the Cashier’s Guide, the Welcome Kit, the Operating Rules and Operating Guidelines of the National Automated Clearing House Association (“NACHA”) that are applicable to originators of ACH Transactions, and any of

Global Check’s other published instructions, all of which are incorporated by reference into this Agreement, and in consideration of the payments as set forth below, Global Check agrees to process each such ACH Transaction as an ACH debit to the Customer’s account and to cause Merchant’s account to be funded in the amount of such ACH Transaction within two (2) banking days following Authorization, subject to any guarantee limit, chargeback rights and fees as set forth below (the “ACH Transaction Services”). Global Check reserves the right, in its sole discretion, to delay or to decline to process any ACH Transaction.

A. O% Merchant Liability (Guarantee). Subject to the terms and conditions herein and unless Merchant selects the 100% Merchant Liability (Not Guaranteed)

Option described in Section 29.C. below, thereby rejecting the guarantee set forth in this Section 29.A., for each ACH Transaction presented by Merchant’s

Customer to Merchant at Merchant’s Authorized Location(s) (“Face-to- Face ACH), via the telephone (“Tel ACH Transactions”), or via the Internet (“WEB ACH Transactions”) that is dishonored by Customer’s financial institution, Global Check agrees to fund Merchant for the lesser of (i) the face amount of the Source Document, or (ii) the applicable Guarantee Limit set forth herein.

B. Source Document Requirements. Global Check’s obligation to fund or reimburse Merchant for any returned or rejected ACH Transaction is limited to transactions in which the ACH Transaction and/or the physical check and/or, in the case of a Tel or WEB ACH transaction, the verbal communication of the consumer’s bank routing and account numbers and other relevant information thereto (collectively “Source Document”) meets all of the following requirements:

1. Source Document is accompanied by Customer identification verifying that the Customer is authorized to negotiate the same;

2. Authorization must be based on a MICR number one appearing on the Source Document;

3. Source Document must be drawn on U.S. financial institution that is not subject to closure or government-imposed withdrawal restrictions at the time of the transaction, payable in U.S. currency, and must not be fraudulent, lost, stolen, or counterfeit;

4. Source Document must not be presented by Merchant, or its officers, directors, employees or agents or any of their family members;

5. Source Document must not have been materially altered or accepted by Merchant or its employees if they knew or should have known that the Source

Document would be dishonored or that the identification presented by Customer was fraudulent;

6. Source Document must not be resubmitted, given as a substitute for a previously presented Source Document, or exchanged for cash or a refund of payment;

7. Goods purchased with the Source Document must be concurrently provided to purchaser and must not be (i) subsequently returned by Customer, (ii) not delivered to Customer, (iii) subject to any dispute, set-off, or counterclaim, or (iv) repossessed by Merchant or lien holder;

8. Multiple Source Documents presented by the same Customer in the same day may not be used to circumvent the Guarantee Limit;

9. The Source Document must not be a third-party check, unless it is for the purchase of a vehicle and the third-party Customer presenting the check is (x) a person whose name also appears on the title of the vehicle being purchased, or (y) an immediate family member of the purchaser, as verified by

Merchant;

10. Single Source Document permitted per transaction and all goods, and/or services purchased in a single transaction must appear in the total on a single sales receipt, provided however that recurring ACH Transactions for a service contract warranty, or similar use constitute separate transactions; and

11. The following items are not acceptable as source documents:

i. Credit card checks, starter checks, payroll checks, counter checks, cashier’s checks, or sight drafts;

ii. Paper checks containing Auxiliary On-Us Field in the MICR line (i.e., 9-inch business checks), as described in the NACHA Operating Rules and

Operating Guidelines (“Business Checks”);

iii. Obligations of a financial institution (e.g., travelers checks, money orders, etc.);

iv. Drafts drawn on a state or local government that are not payable through or at a participating depository financial institution;

v. Drafts drawn on the Treasury of the United States, a Federal Reserve Bank, or a Federal Home Loan Bank;

vi. Source Documents lacking on their face a machine-readable MICR number encoded with Customer’s routing, account, and check serial information; or

viii. Source Document(s) written in an amount in excess of $25,000.00 (“Guarantee Limit”).

C. 100% Merchant Liability (Not Guaranteed) Option.

BY SELECTING 100% MERCHANT LIABILITY (NOT GUARANTEED) OPTION ON SCHEDULE A OF THE MERCHANT APPLICATION, MERCHANT

DECLINES THE 0% MERCHANT LIABILITY (GUARANTEE) DESCRIBED AND PROVIDED FOR IN SECTION 29.A. HEREOF. MERCHANT

ACKNOWLEDGES AND AGREES THAT GLOBAL NEITHER GUARANTEES THE PAYMENT OF, NOR REIMBURSES DISHONORED ACH

TRANSACTIONS PROCESSED PURSUANT TO THIS AGREEMENT. MERCHANT FURTHER ACKNOWLEDGES AND AGREES THAT GLOBAL

SHALL NOT BEAR ANY RISK OR LIABILITY FOR LOSSES (INCLUDING ANY ASSOCIATED FEES, PENALTIES, OR CHARGES) THAT MAY

OCCUR AS A RESULT OF AN ACH TRANSACTION THAT IS RETURNED AS UNPAID OR CHARGED BACK FOR ANY REASON.

1. 100% Merchant Liability (Not Guaranteed) Chargebacks. Notwithstanding any other language to the contrary contained in this Agreement, in the event that Merchant selects the 100% Merchant Liability (Not Guaranteed) Option, thereby declining the guarantee described and provided for in Section 29.A. hereof, Global reserves the right to charge back Merchant and debit Merchant’s financial institution account for any ACH Transaction submitted to Global for processing pursuant to this Agreement that is returned as unpaid for any reason and/or that fails satisfy any one or more of the requirements set forth in Section 29.B. hereof or for which Merchant or the ACH Transaction does not comply with the requirements of Sections 29.B., D-M hereof, as applicable.

2. Reserve Account. In the event Merchant selects the 100% Merchant Liability (Not Guaranteed) Option, thereby declining the guarantee described and provided for in Section 29.A. hereof, at any time, Global may, at its option, establish a reserve account to secure the performance of Merchant’s ACH obligations under this Agreement (&quot;ACH Reserve Account&quot;). The ACH Reserve Account may be funded, at Global’s sole discretion, through any or all of the following: (a) Direct payment by Merchant -- upon the request of Global, Merchant will deposit funds in the Reserve Account; (b) The proceeds of the Services; or (c) The transfer by Global into the ACH Reserve Account of funds withdrawn from any accounts, including certificates of deposit, maintained by Merchant or Merchant’s guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant’s guarantor hereby grants Global a security interest in all said accounts and authorizes Global to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant’s guarantor hereby instruct said financial institutions to honor any requests made by Global under the terms of this provision. Merchant and Merchant’s guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global. Merchant hereby agrees that Global may deduct from this ACH Reserve Account any amount owed to Global in accordance with this Agreement. Any funds in the ACH Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights pursuant to Section 29.C.1. hereof and (b) the period necessary to secure the performance of Merchant’s obligations under this Agreement, which holding period may extend beyond termination of this Agreement. The Merchant will not receive any interest on funds being held in a ACH Reserve Account. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in an ACH Reserve Account in accordance with the terms of this Agreement. Global may, at its discretion upon termination of this Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in an ACH Reserve Account.

D. Face-To- Face ACH Transactions.

1. General. Merchant shall use Global Check’s proprietary Global Transport Virtual Terminal platform to submit the ACH Transaction data to Global

Check and to obtain either an Authorization or a decline for the ACH Transaction. Upon Authorization, Merchant shall mark the Source Document as void or cancelled and return the Source Document to the Customer, along with a true and complete copy of the ACH Transaction receipt. For ACH

Transactions that are declined by Global Check, Merchant shall immediately present to Customer a card in the form prescribed by Global Direct.

Merchant agrees to perform on a daily basis a settlement (or deposit) on each point-of- sale terminal used for ACH Transaction Services.

2. Transaction Receipts. Customer presenting the source document must sign the ACH Transaction receipt in the form approved by Global Check.

Merchant acknowledges that the Customer’s authorization on the ACH Transaction receipt permits Global Check to (i) initiate an ACH debit against the Customer’s account, (ii) reinitiate an ACH debit entry where the original ACH Transaction is returned by Customer’s financial institution, and (iii) assess a collection fee against the Customer. Merchant agrees to maintain the Customer’s authorized ACH Transaction receipt for a minimum of two (2) years from the date of the ACH Transaction or for the period specified by NACHA rules or other applicable rules or regulations, whichever is longer.

In the event of a Customer dispute regarding authorization, validity or accuracy of the ACH Transaction, Merchant shall produce within seven (7) days of the date of Global Check’s request, either the original or a legible copy of the ACH Transaction receipt to Global Check. The receipt must be received in its completed state and signed by the Customer. Global Check may charge back Merchant in accordance with Sections 5 and/or 29.G. for Merchant’s failure to comply with this subsection. Merchant agrees that Global Check may, upon reasonable notice and during normal business hours, audit Merchant for its compliance with this subsection.

E. Tel ACH Transactions.

1. General. Merchant may only accept a Tel ACH Transaction if Merchant obtains the Customer’s oral authorization to process the Tel ACH Transaction via the telephone during a Customer-initiated the telephone call to Merchant. Merchant may not obtain voice or Interactive Voice Response (IVR) authorization from Global Check for a Tel ACH Transaction. During the telephone call with the Customer, Merchant must disclose/confirm the following to Customer: (i) the date on or after which the Customer’s account will be debited; (ii) the amount of the debit entry to the Customer’s account; (iii) the Customer’s name; (iv) a telephone number available to the Customer and answered during normal business hours for Customer inquiries; (v) the date of the Customer’s oral authorization; and (vi) a clear statement by Merchant that the authorization obtained from the Customer will be used to originate an ACH debit entry to the Customer’s account.

2. Tel ACH Transaction Receipts. Merchant must state to Customer that confirmation of Authorization will be provided to Customer in writing. Merchant must provide, or have provided, notice to Customer of such authorization prior to the settlement date of the Tel ACH Transaction. Notice may be sent to Customer in written form or, when available, via electronic mail (e-mail). This notice must contain the same information as is required to be disclosed to Customer during the telephone call (items (i) - (vi) from Section 29.E.1.) above) and must be retained by Merchant, or on its behalf, for a period of two (2) years from the date of authorization. In the event that the Customer disputes authorizing the Tel ACH Transaction or the validity or accuracy of the Tel ACH Transaction, Merchant shall, upon request by Global Check, produce within seven (7) days of the date of the request, either the original or legible copy of the Tel ACH Transaction receipt to Global Check. The receipt must be received in its completed state. Global Check may charge back Merchant in accordance with Sections 5 and/or 29.G. for Merchant’s failure to comply with this subsection. Merchant agrees that Global Check may, upon reasonable notice and during normal business hours, audit Merchant for its compliance with the same.

3. Prior to submitting the Tel ACH Transaction Merchant must use commercially reasonable efforts to verify (e.g., through the use of databases and directories) Customer’s: identity, address, and telephone number and the financial institution routing number.

4. At all times during the term of this Agreement, Merchant agrees to follow any instructions, policies, or procedures regarding the Tel ACH Transactions provided from time to time to Merchant by Global Check. Merchant must comply with all laws, rules and regulations applicable to originators of Tel ACH Transactions (as “originator” is defined in the NACHA Operating Rules and NACHA Operating Guidelines), including, but not limited to, the NACHA Operating Rules and Guidelines, the Electronic Funds Transfer Act, and Regulation E. Merchant also acknowledges and agrees that no Tel ACH Transactions will be initiated that violate the laws of the United States.

F. WEB ACH Transactions.

1. Merchant will host the website on which WEB ACH Transactions will be initiated by Customers via the Internet as set forth herein. Merchant must afford each Customer the opportunity to read the authorization language displayed on a visual display prior to accepting a WEB ACH Transaction. Merchant must prompt the Customer to print the authorization and retain a copy and must provide the Customer with a hard copy of the authorization upon request. Merchant must employ an authentication mechanism that confirms Customer’s assent and identity (e.g., digital signatures, PINs, or confidential identification information). Merchant’s authorization language must be readily identifiable as a debit authorization and clearly and conspicuously state its terms. Merchant must clearly and conspicuously state the transaction dollar amount, Customer’s financial institution and account number, the financial institution’s routing number, the effective date of the transaction. Merchant must retain records of all revoked authorizations for a period of at least two (2) years following revocation.

2. Merchant warrants that for each entry for which any banking information is transmitted or exchanged between a Customer and Merchant or Merchant and Global via an unsecured electronic network, prior to key entry and through transmission of any banking information: (i) the banking information is encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology; or (ii) the banking information is transmitted or received via a secure session using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Merchant must conduct annual audits to ensure that the financial information it receives from Customers is protected by security practices and procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering or damage, (ii) personnel and access controls to protect against unauthorized access and use, and (iii) network security to ensure accurate capture, storage and distribution of information.

3. Prior to submitting the WEB ACH Transaction, Merchant (for itself or through a third-party) must use commercially reasonable efforts to verify (e.g., through the use of databases and directories) Customer’s: identity, address and telephone number, and the financial institution routing number. Merchant must employ a commercially reasonable fraudulent transaction detection system to each WEB ACH Transaction.

4. At all times during the term of this Agreement, Merchant agrees to follow any instructions, policies, or procedures regarding the WEB ACH Transactions provided from time to time to Merchant by Global. Merchant must comply with all laws, rules and regulations applicable to originators of WEB applications (as “originator” is defined in the NACHA Operating Rules and NACHA Operating Guidelines), including, but not limited to, the NACHA Operating Rules and Guidelines, the Electronic Funds Transfer Act, and Regulation E. Merchant also acknowledges and agrees that no WEB ACH Transactions will be initiated that violate the laws of the United States.

G. ACH Chargebacks. Notwithstanding any other language to the contrary contained in this Section, after funding Merchant for the face amount of a Source

Document, Global Check reserves the right to reverse the ACH credit to Merchant or debit any Merchant Account listed in the Application (“Chargeback”) the full amount of any such ACH Transaction in any of, but not limited to, the following circumstances:

1. The ACH Transaction duplicates charges, resulting in an overcharge;

2. No ACH debit was initiated against the Customer’s account in connection with an ACH Transaction;

3. The ACH Transaction receipt was materially altered or the identification used for authorization was forged, altered, or did not belong to the Customer; or

4. Merchant or the Source Document fails to comply with any of the terms and conditions contained in this Agreement.

H. Fees.

1. General. In consideration for the ACH Transaction Services, Merchant shall pay the fees set forth in the Application, Schedule A and further described below:

i. Discount Rate Fee, calculated by multiplying the Discount Rate by the face amount of each Source Document submitted for Authorization, regardless of whether ultimately authorized by Global Check. If the calculated Discount Rate Fee for a given Source Document is less than the

Minimum ACH Fee in this Agreement, the Discount Rate Fee for such ACH Transaction shall be increased to the Minimum ACH Fee;

ii. Transaction Fee for each ACH Transaction submitted for Authorization, regardless of the manner in which the request is submitted;

iii. Copy Fee for each copy of a non-compliant Source Document that Global Check sends to Merchant at Merchant’s request;

iv. The greater of the Minimum Monthly Fee and the Total Fees incurred in a particular month, where “Total Fees” equals the Discount Rate Fees (including, the Minimum ACH Fee, as applicable) and Transaction Fees incurred by Merchant for the applicable month;

v. An Annual Membership Fee in the amount set forth in Schedule A.

2. Taxes. In addition, Merchant will be charged an amount equal to any taxes, however designated, levied, or based, on the purchase, sale, lease, ownership, possession, use, or control of the equipment, ACH Transaction Services, or the above charges, including state and local taxes paid or payable by Global Check, excluding any federal, state, or local taxes based on Global Check’s net income.

3. Auto-debit. Merchant hereby authorizes Global Check to debit the Merchant‘s direct deposit account on a periodic basis for the fees imposed pursuant to this Agreement. Merchant agrees to provide a voided business check to Global Check to allow for proper coding of its bank routing/transit number and direct deposit account number. Merchant further agrees to complete any documentation required by its financial institution in order to effect such debits. Merchant warrants that the Merchant Account is held by a financial institution that is a member of the ACH Network.

4. Offset. Global Check shall have the right to offset any amounts due to Global Check (or any of its parents, subsidiaries, or affiliates) against any amounts due to Merchant under this Agreement.

5. Service charge. If Global Check is unable to collect amounts owed to it via the means set forth in the preceding paragraph, Merchant shall pay to Global Check all unpaid amounts immediately upon receipt of notice, and agrees further to pay the lesser of a one and one-half percent (1½%) per month service charge or the maximum allowed by law on all amounts that are not paid within thirty (30) days following receipt of any notice. Merchant agrees to reimburse Global Check for all costs and expenses, including reasonable attorney’s fees, incurred by Global Check in enforcing or defending this Agreement or actions taken pursuant to this Agreement including, but not limited to, the collection of any amounts due to it under this Agreement.

I. Assignment Of Source Documents. Upon Global Check’s initiation of an ACH credit to the Merchant Account for an ACH Transaction submitted by

Merchant, Merchant assigns to Global Check, without recourse, all of Merchant’s right, title and interest in the Source Document, including any rights to damages penalties, fines, and fees permitted under applicable law and including the entire amount of the Source Document even if such Source Document exceeds the Guarantee Limit. If payment on the Source Document is refused by Customer’s financial institution and the amount of the Source Document is not charged back to Merchant under this Agreement, Global Check shall seek to collect, on its own behalf, all amounts collectible by law from Customer. Merchant shall cooperate fully with Global Check in its pursuit of such rights, including executing and delivering all necessary endorsements, instruments, or documents, suing or prosecuting the Customer under all applicable laws, and taking any other reasonable measures to secure or defend such rights.

J. Recovery. For any Source Document that has a face amount in excess of the Guarantee Limit that has been assigned to Global Check hereunder, Global

Check shall pay to Merchant any portion of such face amount recovered by Global Check that exceeds the Guarantee Limit, after Global Check’s deduction of expenses of collection, including attorneys’ fees. Merchant shall have no right to attempt to collect any such excess on its own behalf. Notwithstanding anything to the contrary herein, Global Check shall be entitled to collect from Customer the amount of the Source Document and to retain all amounts recovered, plus all collection fees and expenses and exemplary and punitive damages allowed by state law.

K. Notification of Payments Received. Merchant shall notify Global Check’s Merchant Services Department immediately by telephone of any payment received directly on a Source Document that has been assigned to Global Check. Said notification shall include the Customer’s identity. Global Check shall debit the

Merchant Account for any such amount if Merchant has already been paid for such Source Document by Global Check.

L. Service Charge Notice. Global Check shall provide Merchant with an appropriate service charge notice for each Authorized Location. Merchant shall

display such notice in a prominent location at the point-of- sale to ensure that each Customer has seen such notice.

M. Authorization &amp; Suspension of Performance. Global Check may deny Authorization of an ACH Transaction for reasons other than derogatory information relating to the Customer. Merchant should exercise its own judgment in determining whether or not to accept an ACH Transaction request and should not draw any adverse inferences or conclusions about the Customer’s creditworthiness if Global Check declines Authorization. Global Check may suspend its performance immediately and without notice, including the processing of ACH Transactions previously authorized and the initiation of ACH credits and debits, during any period in which (i) Merchant’s account is delinquent, (ii) Global Check is performing a risk assessment; or (iii) Merchant is in breach of this Agreement.

N. Indemnity. Merchant shall indemnify and hold Global Check harmless from and against any and all liabilities, losses, damages, disputes, offsets, and expenses relating to claims asserted against Global Check by any Customer of Merchant or any other third party relating directly or indirectly to any ACH

Transaction or request therefore, any ACH Transaction Service provided hereunder, any breach of this Agreement by Merchant, or the misuse of Global

information (including but not limited to any information contained in Global’s database) by Merchant and/or Merchant’s employees, contractors, or affiliates,

provided that such liability is not the result of Global’s own gross negligence or willful misconduct.

O. FCRA Compliance. Merchant acknowledges that Global Check’s responses to Merchant’s authorization or verification requests may be considered consumer reports under the Fair Credit Reporting Act (15 U.S.C. 1681, et. Seq.) and warrants and covenants that (i) such requests shall be made by Merchant only when there is a legitimate business need, in connection with a business transaction that is initiated by Merchant’s customer, for information provided by Global Check under this Agreement regarding such customer, and (ii) at no time will such information received from Global Check be used for any other purpose. Global Check reserves the right to decline to respond to an authorization or verification request if Global Check, in its sole discretion, believes that information provided in such response will be used for a purpose other than as set forth herein. Neither Merchant, nor its agents or employees, shall disclose the results of any authorization or verification requests made to Global Check except to the customer about whom such authorization or verification request is made. Because Merchant uses such consumer report information provided to it by Global Check, Merchant agrees to comply with the Notice of User Responsibilities provided by Global Check from time to time and any other obligations required by applicable law. Further, Merchant acknowledges and agrees that the information contained in checks submitted to Global Check hereunder may be included in Global Check’s database, and, as a result, Merchant agrees to comply with the Notice of Furnisher Responsibilities provided by Global Check from time to time and any other obligations required by applicable law. Merchant acknowledges that it has received from Global Check the Notice of User Responsibilities and the Notice of Furnisher Responsibilities both of which may be viewed at the following web address:

http://www.globalpaymentsinc.com/USA/productsServices/checkProcessing.html. If Merchant decides to reject a check from a customer due, in whole or in part, to information provided by Global Check, Merchant shall provide the customer with all information required by law and Global Check.

**30. DISCOVER PROGRAM MARKS.**

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards (“Discover Program Marks”). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

**31. PAYPAL MARKS.**

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance.  Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer.  Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing.  Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks.  Merchant shall not assign to any third party any of the rights to use the PayPal Marks.  Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

**32. AMERICAN EXPRESS CARD ACCEPTANCE.**

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Card Services Agreement. For the avoidance of doubt, “cardholder” as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 31 shall have the same definition as “Transaction Data” in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 31, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted to from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express’ then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. “High Charge Volume Merchant” for purposes of this Section 31 means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant’s termination of American Express card acceptance shall have no direct or indirect effect on Merchant’s rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant’s acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

**33. ELECTRONIC SIGNATURES.**

**Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record).  This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.**

**By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.**

**34. SURCHARGES/OTHER FEES.**

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below; however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data.

The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

The items listed in this Section 33 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express or Discover cardholder will be displayed as a separate item on Merchant’s monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant’s monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant’s monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct’s efforts to comply with the PCI Data Security Standard and does not ensure Merchant’s compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant’s daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant’s taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant’s daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant’s total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant’s monthly statement, provided that the acceptance and licensing fee may be included with Merchant’s MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

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| **Association Fees and Assessments** (Per occurrence fees marked with a \*) |
| 0.4000% | GP Fee- Amex Inbound\*  |  | $0.0195 | GP Fee MasterCard NABU\* |
| 0.1500% | GP Fee-Amex Network \* | 0.0100% | GP Fee-MasterCard  Digital Enablement \* |
| 0.3000% | GP Fee- Amex CNP \* | $0.0300 | GP Fee- MasterCard Account Inquiry\* |
| 0.3000% | GP Fee-Amex Access\* | $1.2500 | GP Fee- MasterCard per Location (Monthly) |
| 0.1300% | GP Fee-Discover Assessments\* | $0.0185 | GP Fee PayPal Participation\* |
| 0.5000% | GP Fee-Discover International Processing \* | 0.1000% | GP Fee-PayPal Assessments\* |
| 0.8000% | GP Fee-Discover International Service \* | $0.0195 | GP Fee-Visa Acquirer Processing – Credit\* |
| $0.0195 | GP Fee- Discover Data Usage\* | $0.0155 | GP Fee-Visa Acquirer Processing – Debit\* |
| $0.0025 | GP Fee-Discover Network Authorization \* | 0.1300% | GP Fee-Visa Assessments-Credit\* |
| 0.0045% | GP Fee-MasterCard Accept & License\* | 0.1300% | GP Fee-Visa Assessments-Debit\* |
| 0.8500% | GP Fee- MasterCard Acquirer PGM Support \* | $0.0250 | GP Fee Visa Account Inquiry\* |
| 0.1300% | GP Fee- MasterCard Assessments\* | 0.4500% | GP Fee-Visa International Acquirer \* |
| 0.1400% | GP Fee-MasterCard Assessments-Large Ticket\*  | 1.2000% | GP Fee-Visa International Service Assessment-Enhanced\* |
| 0.6000% | GP Fee-MasterCard Cross-Border Domestic\* | 0.8000% | GP Fee-Visa International Service Assessment-Base \* |
| 1.0000% | GP Fee- MasterCard Cross-Border Foreign\* | 0.4000% | GP Fee-Visa International Service Assessment Cash \* |
| $0.0025 | GP Fee-MasterCard CVC2\* | $0.0900 | GP Fee-Visa Misuse of Authorization\*  |
| 0.2500% | GP Fee MC Integrity – Final Auth (Max)\* | $0.0068 | GP Fee-VISA Kilobyte\* |
| $0.0400 | GP Fee MC Integrity – Final Auth (Min) per Auth\* | $0.1000 | GP Fee-Visa Transaction Integrity \* |
| $0.0450 | GP Fee MC Integrity – PreAuth/Undefined per Auth\* | $0.2000 | GP Fee- Visa Zero Floor Limit\* |
| $      | Other:       | $      | Other:       |
| **\***GP Fee stands for ‘Global Payments Fee’ and indicates fees charged to you by Global Payments in connection with the Services provided hereunder. |

##### **SURCHARGES FOR PREDOMINANT MARKET SECTORS**

**Retail/Restaurant Electronic Merchant**

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
2. • Obtain a single electronic authorization and settle for authorized amounts.
3. • Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).

• Settle and transmit batches same day via your terminal/electronic system.

• The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).

• The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

**Restaurant Electronic Merchant**

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
2. • Obtain a cardholder signature (unless transaction is eligible for NSR program).
3. • Settle and transmit batches same day via your terminal/electronic system.

**Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
2. • Obtain a single electronic authorization and settle for authorized amounts.
3. • Obtain a cardholder signature (unless transaction is eligible for NSR program).
4. • Settle and transmit batches same day via your terminal/electronic system.

• The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

###### **Emerging Market Electronic Merchant**

If you qualify as a Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, , Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain a single electronic authorization.
2. • Settle and transmit batches same day via your terminal/electronic system.
3. • Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

###### **MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
2. • Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
3. • CID verification for Discover merchants on non-recurring transactions.
4. • Purchase date (settled date) is ship date.
5. • Send order number with each transaction.
6. • Settle and transmit batches same day via your terminal/electronic system.
7. • Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

**Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
2. • Obtain a single electronic authorization and settle for authorized amounts.
3. • Obtain a cardholder signature (unless transaction is eligible for NSR program).
4. • Settle and transmit batches same day via your terminal/electronic system.

• The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

**Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
2. • Address Verification Request in authorization on cardholder billing address.
3. • Purchase date (settled date) is ship date.
4. • Send order number (customer code) with each transaction.
5. • Send tax amount with every transaction.
6. • Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
7. • Settle and transmit batches same day via your terminal/electronic system.

**Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

1. • Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
2. • Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
3. • Obtain a cardholder signature for final transaction amount.
4. • Purchase Date is hotel check-out date/auto return date.
5. • Length of guest stay/rental in initial authorization.
6. • Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.

• Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

**Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

**Debit Card Merchant**

Each debit card transaction will be assessed the network’s acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

**Card Present / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct, Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 – or Call: 1(800)367-2638

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit Sponsorship** is provided by: Old Line Bank, Pointer Ridge Place, Bowie, MD 20761, 1 (800) 617-7511

Additional Owner/Officer Information Page for Merchant Processing Agreement

**Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed*.***

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| **Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization** |
| Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), Global Payments Check Services, Inc. (“Global Check”), the Merchant named above, and the Member named below ("Member") as applicable based upon the services provided. Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. (“American Express”).A copy of the Card Services Terms and Conditions, revision number 05-18-GP-Direct-HB, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, Global Check (as applicable) and Global Direct on Member's behalf, to: (a) initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions, (b) initiate debit entries to Merchant's checking account(s) for the application fees described herein prior to Global Direct's and Member's acceptance and execution of this Merchant Application, which application fees shall be retained by Global Direct and Member whether or not the Merchant Application is accepted and executed by Global Direct and Member, (c) provide ACH Transaction processing services to Merchant, and (d) order a consumer credit report on you, Merchant and each of Merchant’s officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. You further agree that all business references, including banks, may release any and all credit and financial information to Global Payments Check Services, Inc. |

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| **Owner/Officer Name 5:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| **Signature: X** | **Title:**       | **Date:**      |
|  |
| **Owner/Officer Name 6:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| **Signature: X** | **Title:**       | **Date:**      |
|  |
| **Owner/Officer Name 7:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| **Signature: X** | **Title:**       | **Date:**      |
|  |
| **Owner/Officer Name 8:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| **Signature: X** | **Title:**       | **Date:**      |
|  |
| **Owner/Officer Name 9:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| **Signature: X** | **Title:**       | **Date:**      |
|  |
| **Owner/Officer Name 10:**      | Equity Owned:     % | Date of Birth (mm/dd/yyyy):      | Social Security Number:      | Home Phone Number:      |
| Home Address:       | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| Former Address (If less than 1 year at current address):      | City:      | State:       | Zip:      | Years There:      | [ ]  Rent [ ]  Own  |
| **Signature: X** | **Title:**       | **Date:**      |