

## **IMPORTANT PROVISIONS CONTAINED IN YOUR PNC MERCHANT SERVICES PROCESSING AGREEMENT PROGRAM GUIDE (the “Program Guide”)**

- The Program Guide does not contain a provision that allows us to charge you an early termination fee if you close your merchant account and we will not charge you an early termination fee if you close your merchant account. However, if you have leased point-of-sale (“POS”) and/or other equipment, terminating your merchant account will not terminate your lease.
- We may debit your bank account (also referred to as your Settlement Account) from time to time for amounts owed to us under the Program Guide.
- PLEASE SEE SECTION 11.10 OF THIS PROGRAM GUIDE AS IT MAY IMPACT YOUR ABILITY TO ASSERT A LEGAL CLAIM AGAINST US. It is very important that you promptly review your merchant services account statement and all other documents provided or made available to you (whether physically, electronically, or otherwise, and whether provided by us or others) reflecting activity in your Settlement Account, including but not limited to any Card transactions, fees, assessments or refunds, and chargebacks/reversals, and report any issues to us promptly, but no later than 60 days after your statement or other documents were made available to you. Once you report your issue to us, you agree to allow us up to sixty (60) days to investigate and attempt to resolve your issue. While we are working to investigate and resolve your issue, you agree that you will not bring any sort of legal claim against us unless we fail to resolve your dispute within sixty days. If you fail to comply with these requirements, then your merchant statements or other referenced documents will become binding on you; we will have no obligation to investigate or effect any adjustments; you conclusively waive your right to commence any related action or assert any related claims against us and to recover damages for such claims; and you consent in advance to the dismissal of any such related action or claims. If you notify us after sixty (60) days, we shall have no obligation to investigate or effect any such adjustments.
- There are many reasons why a Chargeback may occur. When Chargebacks occur, we will debit your settlement funds or Settlement Account. You will be responsible for all Chargebacks and adjustments associated with the transactions that you submit for processing. For a more detailed discussion regarding Chargebacks, see Section 12 of this Program Guide.
- This Program Guide limits our liability to you. For a detailed description, please see Section 13 of the Program Guide.
- We may terminate this Program Guide and close your merchant account at any time upon thirty days’ notice. We may terminate your Program Guide and close your merchant account with less notice, or without notice to you at all, depending upon the circumstances. See Section 16 of the Program Guide for more information.
- We have assumed certain risks by agreeing to provide you with Card processing services. Accordingly, we may take certain actions to mitigate our risk. These actions may include terminating your merchant account (see Section 16 of the Program Guide) and holding on to monies otherwise payable to you (see Section 17 of the Program Guide).
- By continuing to process card transactions with us you authorize us to obtain financial and credit information regarding your business and the personal credit and financial information of the signer of your Merchant Processing Application and Agreement (“MPA”) and guarantors on the MPA or other document until all your obligations to us are satisfied.
- You may not return purchased equipment and you may not cancel a lease for equipment. In addition, terminating your merchant Account will not terminate your equipment lease.
- THIS PROGRAM CONTAINS AN ARBITRATION PROVISION. PLEASE READ THE ARBITRATION PROVISION CAREFULLY; IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.