Merchant Processing Agreement
Program Guide
Thank you for selecting us for your payment processing needs. Accepting numerous payment options provides a convenience to your customers, increases your customers’ ability to make purchases at your establishment, and helps speed payment to your account.

This Program Guide presents terms governing the acceptance of Visa®, Mastercard®, PayPal in-store Card payments and Discover® Credit and Debit Card payments. The Program Guide also includes provisions applicable to American Express® and Non-Bank Services. Your Merchant Processing Application will indicate the types of payments and Services you have elected to accept.

This Program Terms and Conditions (the “Program Guide”), the Operating Procedures Guide, your Merchant Processing Application and the schedules thereto (collectively, the “Agreement”), including, without limitation, the Interchange Qualification Matrix and American Express Program Pricing, one of the Interchange Schedules, as applicable to your pricing method as set forth in the Merchant Processing Application, contains the terms and conditions under which Processor and/or Bank and/or other third parties, will provide services to you. We will not accept any alterations or strikethrough to the Agreement and, if made, any such alterations or strikethroughs shall not apply. Please review this booklet completely.

You acknowledge that all Services referenced in the Agreement may not be available to you.

IMPORTANT INFORMATION ABOUT BANK’S RESPONSIBILITIES:
Discover Card Transactions, American Express Card Transactions, PayPal in-store Card payment transactions and Non-Bank Services are not provided to you by PNC Bank, National Association, but are provided by Processor and/or third parties.

The provisions of this Agreement regarding Discover Card Transactions, PayPal in-store Card payment transactions, American Express Card Transactions and Non-Bank Services constitute an agreement solely between you and Processor and/or third parties. Bank is not a party to this Agreement insofar as it relates to Discover Card Transactions, American Express Card Transactions and Non-Bank Services.

OTHER IMPORTANT INFORMATION:
Cards present risks of loss and non-payment that are different than those with other payment systems. In deciding to accept Cards, you should be aware that you are also accepting these risks.

Visa U.S.A. Inc. (“Visa”), Mastercard Worldwide (“Mastercard”) and Discover Financial Services LLC (“Discover”), PayPal, Inc. (“PayPal”) and American Express® (“American Express”) are payment card networks that electronically exchange Sales Data and Chargebacks for Card sales and Credits. Sales Data are electronically transferred from banks (in the case of Mastercard and Visa transactions) or network acquirers (in the case of Discover and PayPal in-store Card transactions) that acquire them from merchants such as you and network acquirers are referred to as “Acquirers” through the appropriate Card Organization to the Issuers. These Issuers then bill their Cardholders for the transactions. The Card Organizations charge the Acquirers interchange fees, pricing and/or assessments for submitting transactions into their systems. A substantial portion of the fees that you pay will go toward these interchange fees, pricing, and assessments.

In order to speed up the payment process, the Issuer transfers the funds back through the Card Organization to the Acquirer at approximately the same time that the Issuer receives the electronic Sales Data. Even though the payments under this system are made simultaneously, all payments made through the Card Organizations are conditional and subject to reversals and adjustments.

Each Card Organization has developed Card Organization Rules that govern their Acquirers and Issuers and the procedures, responsibilities and allocation of risk for this process. Merchants are also bound by Card Organization Rules and applicable laws and regulations. The Card Organization Rules and applicable laws and regulations give Cardholders and Issuers certain rights to dispute transactions long after payment has been made to the merchant including Chargebacks.

We do not decide what transactions are charged back and we do not control the ultimate resolution of the Chargeback. While we can attempt to reverse a Chargeback to the Issuer, we can only do so if the Issuer agrees to accept it or the Card Organization requires the Issuer to do so after a formal appeal process. Sometimes, your customer may be able to successfully charge back a Card transaction even though you have provided your goods or services and are otherwise legally entitled to payment from your customer. While you may still be able to pursue claims directly against that customer, neither we nor the Issuer will be responsible for such transactions.

You will be responsible for all Chargebacks and adjustments associated with the transactions that you submit for processing. Please refer to the Glossary for certain capitalized terms used in the Agreement, including this Preface (if not defined above). Capitalized terms not otherwise defined in the Agreement, may be found in the Card Organization Rules.

Please read the Merchant Processing Program Guide (the “Program Guide”), including the Operating Procedures and Merchant Processing Application and Agreement (“MPA”) and the schedules thereto in their entirety. They describe the terms under which we will provide merchant processing services to you. Your continued use of our services demonstrates your agreement to be bound by all the terms and conditions in the Program Guide, including the Operating Procedures and the MPA that you previously signed (collectively the “Agreement”).

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with a third-party. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most asked.

1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify, for these reduced rates will be charged an additional fee (see Section 11 of the Card Organization Processing Guide).
2. We may debit your bank account (also referred to as your Settlement Account) from time to time for amounts owed to you under the Agreement.
3. There are many reasons why a Chargeback may occur. When Chargebacks occur, we will debit your debit card funds or Settlement Account. For a more detailed discussion regarding Chargebacks, see Section 11 of the Operating Procedures Guide, which will be sent to you when your account is approved, or the applicable provisions of the TeleCheck Solutions Agreement.
4. PLEASE SEE SECTION 11.D 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/credits, 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 (60) days. If you fail to comply with these requirements, any 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.
5. The Agreement limits your liability to you. For a detailed description of the limitation of liability see Section 13 of the Merchant Processing Program Guide or Section 1.14 of the TeleCheck Solutions Agreement.
6. We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 6, Terms of Default) and Section 17, Reserve Account: Security Interests, (see TeleCheck Services Agreement Sections 1.1, 1.3.2, 1.3.9, 1.5 and 1.6), under certain circumstances.
7. By continuing to use our Card processing and other services, you are authorizing us to obtain financial and credit information regarding your business and the personal credit and financial information of the signer of your MPA (even if the signer executed the MPA in his business capacity) and grants us the Agreement until all your obligations to us are satisfied.
8. Equipment. You may not return purchased equipment and you may not cancel a lease for equipment.
9. Arbitration. This PROGRAM GUIDE INCLUDES AN ARBITRATION PROVISION. PLEASE READ THE ARBITRATION PROVISION CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

10. Visa and Mastercard Disclosure
Visa and Mastercard Member Bank Information: PNC Bank, N.A.

The Bank’s mailing address is One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA, 15222, and its phone number is 1-877-287-2654.

Important Visa and Mastercard Member Bank Responsibilities:
 a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
 b) The Bank must be a principal to the merchant Agreement.
 c) The Bank is responsible for educating Merchants on pertinent Visa, Mastercard and Discover Rates with which merchants must comply; but this information may be provided to you by Processor.
 d) The Bank is responsible for and must provide settlement funds to the merchant.
 e) The Bank is responsible for all funds held in reserve that are derived from settlement.
 f) The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard Products (however, Processor will also assist you with any such problems)

Important Merchant Responsibilities:
 a) Ensures compliance with Cardholder data security and storage requirements.
 b) Maintains fraud and Chargebacks below Association thresholds.
 c) Review and understand the terms of the Merchant Agreement.
 d) Comply with Card Organization Rates and applicable law and regulations.
 e) Return a copy of this Disclosure Page.
 f) You may download “Visa Regulations” from Visa’s website at: https://visausa.com/support/merchant.html
 g) You may download “Mastercard Regulations” from Mastercard’s website at: https://www.mastercard.com/merchant/support/rules.html
 h) You may download “American Express Merchant Operating Guide” from American Express’ website at: www.americanexpress.com/merchantguide

The following rules are requirements set by the Card Organizations and the National Network. You must comply with these requirements:

• You may communicate to a customer the reasonably estimated or actual costs incurred by the merchant and you must provide the customer with a written estimate of these costs before proceeding with the transaction. The written estimate must include the customer’s total liability under the terms of the transaction.

• You may offer a fixed or discounted product, service, or enhanced service.

• You may offer an incentive, encouragement, or benefit.

• You must provide a discount or incentive for a consumer to pay with cash. Cash, Card, Debit Card, etc., however, you must clearly and conspicuously disclose the discount to consumers. Also, you must offer the discount to all consumers and you cannot discriminate based upon Card brand or Card Issuer. However, you may choose only to accept either U.S. issued Debit Cards or U.S. issued Credit Cards under the terms described in Section 1.2.

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• You may offer a discount or rebate, including an immediate discount or rebate at the point of sale.

U.S. Merchants may engage in any of the following steering activities:

• You may direct customers to a brand or type of general-purpose card or a form of payment. Card transactions including Wire transfers, Prepaid Cards, and Business Check products including prepaid Card type card can be accepted to collect or reissue or reissue or replace existing card.

• You may communicate to a customer the reasonably estimated or actual costs incurred by the merchant and you must provide the customer with a written estimate of these costs before proceeding with the transaction. The written estimate must include the customer’s total liability under the terms of the transaction.

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For security
www.americanexpress.com/merchantopguide
http://www.discovernetwork.com/datasecurity/disc.html
Detailed information about DISC can be found at Discover's DISC website:
www.pcisecuritystandards.org

The Card Organizations or we may impose fines, assessments, penalties or other liabilities
settling, transmitting or other related processing, including, without limitation, all
expense, performed by you or a Person designated by you to verify your compliance or
procedures and records and issue a written report of its findings.

You may be subject to ongoing validation of your compliance
2.7. Merchant Providers.
You may be subject to: (i) fines, fees and assessments imposed by a Card

1.3. Deposits of Principals.
Owners, partners, officers and employees of your business

1.4. Cash Payments.

1.5. Telephone Service Payments.

1.6. Electronic Funds Transfers.

1.7. Auditors.

1.8. Audit Reports.

1.9. Application.


4. Operating Procedures;

Card Organization Monitoring

4.1. Change of Settlement Account Number.

4.2. Change in Your Legal Name or Structure.

4.3. Change in Company DBA Name, Address or Telephone/ Facsimile Number.

4.4. Other Change(s) in Merchant Profile.

4.5. Charges for Changes to Account Maintenance.

5. Card Organization Monitoring

6. Supplies

7. Services

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4.5. Charges for Changes to Account Maintenance.
connection with this Agreement, or we may debit such amounts from settlement funds due to you from us, or our respective Affiliates. Alternatively, we may elect to invoice such amounts to you, such invoice to be made payable on or before such earlier date as may be specified.

9. We will not be liable for any delays in receipt of funds or errors on debit and credit entries caused by you or any third party and you hereby indemnify us against any such delays and errors.

10. All Service fees charged shall be your responsibility to pay and shall become effective upon the date you agree to pay us any and all fees set forth in this Agreement (for the purposes of clarity, any and all fees referred to include, but are not limited to, the fees and costs identified herein and any and all future fees and costs charged by us to you under this Agreement, without regard to whether such Service fees and costs have been specifically identified herein or otherwise). You further agree that any and all fees and charges imposed on us as a result of an overpayment, refund, reversal, or adjustment shall be your responsibility to pay for each Transaction that you transmit to us for our consideration.

11. If your Chargeback percentage for any line of business exceeds the estimated industry Chargeback percentage, regardless of the reason for such percentage, you shall, upon notice and opportunity to resolve, increase the charge associated with each Chargeback. We are not responsible for detecting errors in any Settlement Account information you provide to us. We are not responsible for non-compliance with the terms of your agreement with any financial institution that you or we choose not to correspond to the actual account or financial institution identified by name.

2. This Agreement is a contract whereby we are extending financial accommodations to you in connection with your ability to purchase goods and services on or through our website, and this includes the Application and any additional printings or supplements or subsequent communications or notices that may be sent in connection with any aspect of this Agreement and any additional printings or supplements or subsequent communications.

3. If a transaction fails to conform to your anticipated interchange level or you inadvertently authorize a transaction (including a different Card type), you will also be subject to payment to us of our then-effective industry Chargeback percentage, regardless of the reason for such percentage, you shall, upon notice and opportunity to resolve, increase the charge associated with each Chargeback. We are not responsible for detecting errors in any Settlement Account information you provide to us. We are not responsible for non-compliance with the terms of your agreement with any financial institution that you or we choose not to correspond to the actual account or financial institution identified by name.

11.2. All authorization fees will be charged for each transaction that you attempt to authorize, subject to the terms hereof, and each authorization fee shall be paid by you. In addition, all transmission fees shall be paid by you. In addition, all transmission fees shall be paid by you.

11.3. The fees for Services set forth in this Agreement are based upon assumptions associated with the anticipated amount of transactions. The average transaction size for all Services as set forth in this Agreement and your method of doing business. If the actual volume or average transaction size is not as expected or if you significantly alter your method of doing business, your agreed upon fee and transaction fees may increase without notice.

11.4. The fees for Services set forth in this Agreement may be adjusted to pass through fees imposed by the Card Organizations or other third parties related to the Services. Such pass-through fees include, but are not limited to, (i) new fees imposed by Card Organizations including, but not limited to, any changes made to the interchange rate for a Transaction by a Card Organization; (ii) fees charged by the Card organizations for exceeding settlement funds limits; (iii) any fees assessed by the Card Organizations or any other third party; (iv) any fees assessed by the Card Organizations or any other third party; (v) any fees assessed by the Card Organizations or any other third party.

11.5. Subject to Section 16.3, we may also increase our fees or add new fees for Services, at any time, by notifying you thirty (30) days prior to the effective date of such change or modification.

12. Chargebackshereby authorize. All capture fees will be charged for each transaction that you transmit to us for our consideration.

13.1.12. Unless you obtain written consents from us and each applicable Card Organization, you may not change the nature of your business, Card acceptance practices, or Card policies that have been approved by us and the Card Organizations, or for costs related to our collection activities in an amount no less than $100.00.

13.3. To the extent the Automated Clearing House (“ACH”) settlement process is used to effect debit or credit to your Settlement Account, you agree to be bound by the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time. You hereby authorize us to initiate debit and credit entries and adjustments to the Settlement Account or to any such linked accounts with respect to the financial institution where your Settlement Account is maintained for amounts due under this Agreement.

13.4. You agree to promptly and carefully review your merchant statements, including, without limitation, all charges which you believe to be improper or incorrect. We are not responsible for any unauthorized or questionable transactions.

13.5. If you pay any amounts to others in connection with this Agreement, without regard to whether such Other Party is a financial institution.

13.6. By the Federal Reserve Bank of New York from time to time, to fund the Transaction at the rate of the Federal Funds as set by the Federal Reserve Bank of New York from time to time.

13.7. Notwithstanding anything in this Agreement to the contrary (including but not limited to Section 13.7), the Federal Funds Rate or the Prime Rate, or any other rate or index, the Federal Funds Rate or the Prime Rate, or any other rate or index, and (4) $500,000 (or the equivalent) for any amount above $500,000.

14. Confidentiality

14.1. Unless you obtain written consents from us and each applicable Card Organization, you may not change the nature of your business, Card acceptance practices, or Card policies that have been approved by us and the Card Organizations, or for costs related to our collection activities in an amount no less than $100.00.

14.2. You agree to promptly and carefully review your merchant statements, including, without limitation, all charges which you believe to be improper or incorrect. We are not responsible for any unauthorized or questionable transactions.

14.3. If you pay any amounts to others in connection with this Agreement, without regard to whether such Other Party is a financial institution.

14.4. By the Federal Reserve Bank of New York from time to time, to fund the Transaction at the rate of the Federal Funds as set by the Federal Reserve Bank of New York from time to time.

14.5. Notwithstanding anything in this Agreement to the contrary (including but not limited to Section 13.7), the Federal Funds Rate or the Prime Rate, or any other rate or index, the Federal Funds Rate or the Prime Rate, or any other rate or index, and (4) $500,000 (or the equivalent) for any amount above $500,000.
16. Terms; Events of Default

16.1. This Agreement may be terminated at any time by written notice from us to you, or with respect to a particular party as provided in this Section 16, upon the occurrence of any Event of Default. This Agreement shall be binding upon you until terminated by the sooner of the occurrence of an Event of Default or the effective date of such notice.

16.2. We will have the right to terminate this Agreement for the following reasons:

(i) you fail to make payment when due, or if any material indebtedness for borrowed money is not paid when due, or if any event of default occurs under any agreement to which you are a party, or if you become insolvent or make a general assignment for the benefit of creditors or are adjudicated a bankrupt.

(ii) you fail to adhere to the Standards for Electronic Information Processing specified in Section 16.2.4, or if you fail to perform any of your other obligations to us as specified in Section 16.2.5.

(iii) you fail to perform the mandates of any of your representations, warranties or covenants in this Agreement.

(iv) your failure to perform any of your obligations to us as specified in Section 16.2.5.

(v) you become subject to or consent to any takeover or merger, or to any change in control of you or your parent, or if any of your representations, warranties or covenants in this Agreement are not true and correct after the date hereof.

16.2.1. We may terminate this Agreement for any reason whatsoever, including but not limited to your failure to keep any of your representations, warranties or covenants in this Agreement.
20. Arbitration

READ THIS ARBITRATION PROVISION CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. Under the terms of this Agreement (as defined in Section 1), (1) any dispute or controversy arising out of or relating to this Agreement, or (2) any dispute or controversy arising out of or relating to any matter contemplated under this Section 21 are subject to the rest of this Agreement, as applicable.

Your rights and remedies in an arbitration proceeding under this Section 21 are governed by the Federal Arbitration Act. This Arbitration Provision will apply to you and us and to all Services provided under this Agreement (as defined in Section 1). In the event of a conflict between this Agreement and any other provision of this Program Guide, the terms of this Agreement shall control.

20.1. Definitions

“The” or “Us” and “Our” - As used in this Agreement, the terms “the”, “us”, “our”, and “we” shall refer to WEX Financial Services, Inc., a Delaware Corporation, and/or any of its successors or assigns.

A “Claim” subject to arbitration is any demand, cause of action, complaint, claim, request, or right for money or equitable relief, whether past, present or future, that you or we refer to arbitration. A “Claim” includes claims in contract, tort, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to the terms and conditions of this Agreement or any violation of this Agreement.

20.2. Federal Arbitration Act

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act will apply to arbitration and enforcement of this Arbitration Provision.

20.3. CLASS ACTION WAIVER

IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO FILE A CLASS ACTION COMPLAINT; EACH PARTY HEREBY WAIVES ANY ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF OTHER PERSONS, OR TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO SEEK OR ENJOY ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR US INDIVIDUALLY. THE PARTIES ACKNOWLEDGE THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE EXPRESSION OF THE terms of this Arbitration Provision and is a fundamental element of the agreement to arbitrate between you and/or us.

20.4. Procedure

This Arbitration Provision will survive the termination of this Agreement. See further

20.6. Conflicts; Severability; Survival

This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other provision of this Agreement, in which case the terms of this Arbitration Provision shall control; (c) your failure to comply with material terms and conditions of this Agreement, including but not limited to the terms and conditions of this Arbitration Provision, if you or we elect it.

20.5. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

21. Special Provisions Regarding Non-Bank Cards

21.1. Non-Bank Card transactions are transacted by you and not by WEX, and WEX is not responsible for any non-Bank Card transaction disputes. This Arbitration Provision applies only to Bank Card transactions and does not apply to any Non-Bank Card transactions. If you have a dispute concerning a Non-Bank Card transaction, you should refer only to the Non-Bank Card processor and not to WEX. You understand and agree that you are not responsible for any Non-Bank Card transaction disputes.

21.2. In the event you accept American Express, you understand that if, based upon your anticipated Card transaction volume you do not qualify for our full service program but qualify for a reduced fee service program, the terms and conditions of this Agreement will be modified accordingly. WEX authorizations will be obtained from and funded by American Express. American Express reserves the right to terminate this Agreement at any time for any reason in its sole discretion. You understand and agree that we are not responsible and assume absolutely no liability with respect to American Express transactions, and that American Express will charge additional fees for transactions that are not processed in accordance with American Express transactions, and that American Express will charge additional fees for transactions that are not processed in accordance with American Express rules.

21.3. If you accept JCB, Dinner Club International, UnionPay, BHC and Dinard cards, you agree to be bound by the Discover provisions of this Agreement. You also acknowledge that the terms and conditions of this Agreement may change without notice. Under the terms of this Agreement, Dinard transactions will be processed under and subject to Discover Card Organization Rules.

21.4. If you accept Voyager and/or WEX Cards, you agree to be bound by the WEX Card terms and conditions of this Agreement, and any other provisions of this Agreement which are applicable to WEX and/or Voyager.

21.5. If you execute a separate WEX Merchant Agreement (WEX Non Full Service Program) with WEX Financial Services, Inc., a Delaware Corporation, you agree to be bound by the terms and conditions of that agreement, which is in addition to any other provisions of this Program Guide. If you execute a separate WEX Merchant Agreement (WEX Full Service Program) with WEX Financial Services, Inc., a Delaware Corporation, you agree to the terms and conditions of that agreement, which is in addition to any other provisions of this Program Guide.

21.6. If you elect to participate in the WEX Full Service Program; the following terms, at your option:

a) you shall prepare at your own expense, all equipment necessary to permit the electronic acceptance of the WEX Cards, including the operation and maintenance of the equipment necessary to permit the electronic acceptance of the WEX Cards, which equipment shall be supplied to you at your cost, and to the extent that the WEX Cards are processed, authorized and funded by WEX. You understand that WEX is solely responsible for all agreements that WEX transactions and that we are not responsible and assume absolutely no liability with respect to any such agreements. WEX transactions are governed by the same rules as that WEX transactions are processed, authorized and funded by WEX.

b) If you elect to participate in the WEX Full Service Program; the following terms, at your option:

21.7. If you accept Voyager Cards:

• In addition to the information contained in Section 1 (Marketer, Visa, Discover, PayPal, American Express, etc.) of this Program Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In addition to the information provided under Section 1.5 (Special Terms of the Operation) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In addition to the information provided under Section 1.6 (Card∉Operations) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• Your failure to comply with material terms of this Agreement may result in the termination of your relationship with us.

• You shall promptly submit credits to us for any returns that are to be processed in connection with this Agreement. You shall not give any cash refunds to any Voyager Cardholder in connection with a sale.

• In addition to the information required under Section 3.1 (Information Required of the Marketer) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In addition to the information provided under Section 3.3 (Information Required of the Marketer) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In the event of any such transactions, including but not limited to the funding and settlement of such transactions, you shall prompt submit credits to us for any returns that are to be processed in connection with this Agreement. You shall not give any cash refunds to any Voyager Cardholder in connection with a sale.

• In addition to the information provided under Section 4.1 (Settlement) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In the event of any such transactions, including but not limited to the funding and settlement of such transactions, you shall prompt submit credits to us for any returns that are to be processed in connection with this Agreement. You shall not give any cash refunds to any Voyager Cardholder in connection with a sale.

• In addition to the information provided under Section 4.3 (Settlement) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In the event of any such transactions, including but not limited to the funding and settlement of such transactions, you shall prompt submit credits to us for any returns that are to be processed in connection with this Agreement. You shall not give any cash refunds to any Voyager Cardholder in connection with a sale.

• In addition to the information provided under Section 4.5 (Settlement) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In the event of any such transactions, including but not limited to the funding and settlement of such transactions, you shall prompt submit credits to us for any returns that are to be processed in connection with this Agreement. You shall not give any cash refunds to any Voyager Cardholder in connection with a sale.

• In addition to the information provided under Section 4.7 (Settlement) of the Operating Procedures Guide, you should refer to the applicable Fleet Card for any printed restrictions at the point of sale.

• In the event of any such transactions, including but not limited to the funding and settlement of such transactions, you shall prompt submit credits to us for any returns that are to be processed in connection with this Agreement. You shall not give any cash refunds to any Voyager Cardholder in connection with a sale.
22. Special Provisions For Debit Card

The special provisions outlined in this Section 22 apply only to those Debit Card transactions that you authorize and process through a network-supported PINless transaction. A PINless transaction is a Debit Card transaction in which a valid card is presented at the point of sale and a signature is not required.

22.1. Debit Card Acceptance.

You shall not accept a Debit Card transaction at a point of sale unless:

- You may not complete a Debit Card transaction that has not been authorized. If you are not currently offering this service, your POS terminal will not process a Debit Card transaction until you activate the Debit Card feature.

22.2. Transaction Processing.

The following general rules apply to all Debit Card transactions:

- All Debit Card transactions must be authorized and processed electronically. There is no Voice Authorization or Imprint procedure for Debit Card transactions.

22.3. Cash Back From Purchase.

If you elect to accept EBT Cards and engage in EBT transactions, the terms and conditions of this Section 23 shall apply.

EBT Card transactions must be provided to your Processor and not by Bank. The Services provided, transactions processed and other matters contemplated under this Section 23 directly conflict with this Agreement, in which case the terms of this Section 23 directly conflict with another provision of this Agreement, in which case the terms of this Section 23 will control; provided, however, that Bank is not a party to the Agreement and shall not be bound in any way with respect to such services. For the purposes of this section, the words “we,” “us,” and “our” refer to Processor and the Bank.


You will not resubmit any EBT Card transaction except as specifically permitted by applicable state law.

23.9.2. Issuance Records.

You will fully cooperate with us and any other participants in the EBT system in the resolution of errors and disputes regarding EBT transactions processed pursuant to this Agreement at your own expense, including without limitation such errors or disputes.

22.4. Settlement.

You will not use your PIN or any other information that you are required to provide under this Agreement.

23.8. EBT Service Marks.

You may not use or permit any other person to use any Protected Mark in the name of the United States Department of Agriculture or the Food and Nutrition Service.


If you fail to provide EBT benefits in such instance. You are solely responsible for your provision of EBT benefits and shall not be entitled to recover any benefit that you have so transacted.

23.7. Confidentiality of EBT System Information.

You must not resubmit any EBT Card transaction except as specifically permitted by applicable state law.

23.5. Acceptance of Benefits.

If you fail to provide EBT benefits, you shall be liable for any resulting losses or damages to us or any other participant in the EBT system.

23.4. EBT Service Marks.

You shall fully cooperate with us and any other participants in the EBT system in the resolution of errors and disputes regarding EBT transactions processed pursuant to this Agreement at your own expense, including without limitation such errors or disputes.

23.9. Miscellaneous.

You must provide EBT benefits in accordance with all applicable laws and regulations.

23.1. Acceptance of EBT Benefits.

You may not complete a Debit Card transaction that has not been authorized. If you are not currently offering this service, your POS terminal will not process a Debit Card transaction until you activate the Debit Card feature.

23.1. Acceptance of EBT Benefits.

You may not complete a Debit Card transaction that has not been authorized. If you are not currently offering this service, your POS terminal will not process a Debit Card transaction until you activate the Debit Card feature.

23.1. Acceptance of EBT Benefits.

You may not make manual authorization attempts or manually enter transactions that are not processed by you.

23.1. Acceptance of EBT Benefits.

You must provide EBT benefits in accordance with all applicable laws and regulations.

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23.1. Acceptance of EBT Benefits.
agency, will at all times, upon advance notice except in the case of suspected fraud or other similar activity, have the right to enter, during normal business hours, your premises and/or the Wireless Equipment so that Processor may inspect and test the Wireless Equipment, or to obtain any other information required to be provided by you or otherwise related to the Wireless Services. Services are set forth on the Application. In connection with your purchase of Wireless Equipment, you agree that you acknowledge that you will be responsible, at your sole cost and expense, for the sale and other acts or omissions. You agree to obtain any and all licenses, permits or other authorizations required to use the Wireless Software. You agree to use the Wireless Software in accordance with the terms in this section.

25. Indemnification. In addition to any other indemnifications as set forth in this Agreement, you agree to indemnify and hold Processor, its officers, directors, employees, and affiliates harmless from any and all losses, liabilities, damages, claims, costs, or expenses (including reasonable attorneys' fees) that Processor may incur in connection with a claim, demand, action, suit, or proceeding brought by any third party against Processor, or by any third party against you or any of your employees or agents, arising out of, related to, or resulting from your use of the Wireless Equipment, Wireless Software, and/or the Services. If Processor or any of its Affiliates or Designees receives any demand, claim, action, or proceeding related to your use of the Wireless Equipment, Wireless Software, and/or the Services, you agree to cooperate with Processor in the defense of such demand, claim, action, or proceeding. Notwithstanding anything to the contrary in this Agreement, Processor's obligations under this Section 24.2 shall survive the termination of this Agreement. You agree to hold Processor and its Affiliates harmless against, or return of the Wireless Services; (b) your negligent acts or omissions; (c) any purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens or encumbrances on the Wireless Equipment; (d) the Wireless Equipment in accordance with the terms in this section. These terms and conditions, do not create, and will not be construed as creating, any rights enforceable by any person not having any rights directly under this Agreement, except the state and its issues, as defined in the Quiet Title Act. You acknowledge that you will be bound by the terms and conditions set forth in this section governing the provision of Gift Card Services.

25.1. Definitions. The terms used in this Section 25 or as defined in the Glossary or elsewhere in these Wireless Services Terms, if not defined herein, shall have the following definitions:

a) “ACCH” means the Automated Clearing House system.
b) “Adjusted Gross” means any Client and/or affiliates that enters into an入股 Issuer Agreement, in the form required and provided by Processor.
c) “Dashboard” means the database on which Gift Card Data for each Gift Card issued by you reside.
d) “City Card” means any POS Terminal, software or other similar telecommunications equipment that has been programmed and certified to perform IVR through which transactions are processed under the Program.
e) “Designated Location” means any store, retail location or other place of business (including a direct marketing program or Internet site), located in the U.S.A. and at or through which you provide Gift Card services that are subject to a Gift Card Issuer Agreement executed under the Program. Designated Location may also include any help desk or customer support number or IVR number provided by the Processor to assist in the purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens or encumbrances on the Wireless Equipment; (d) the Wireless Equipment in accordance with the terms in this section. These terms and conditions, do not create, and will not be construed as creating, any rights enforceable by any person not having any rights directly under this Agreement, except the state and its issues, as defined in the Quiet Title Act. You acknowledge that you will be bound by the terms and conditions set forth in this section governing the provision of Gift Card Services.

25.1. Definitions. The terms used in this Section 25 or as defined in the Glossary or elsewhere in these Wireless Services Terms, if not defined herein, shall have the following definitions:

a) “ACCH” means the Automated Clearing House system.
b) “Adjusted Gross” means any Client and/or affiliates that enters into an入股 Issuer Agreement, in the form required and provided by Processor.
c) “Dashboard” means the database on which Gift Card Data for each Gift Card issued by you reside.
d) “City Card” means any POS Terminal, software or other similar telecommunications equipment that has been programmed and certified to perform IVR through which transactions are processed under the Program.
e) “Designated Location” means any store, retail location or other place of business (including a direct marketing program or Internet site), located in the U.S.A. and at or through which you provide Gift Card services that are subject to a Gift Card Issuer Agreement executed under the Program. Designated Location may also include any help desk or customer support number or IVR number provided by the Processor to assist in the purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens or encumbrances on the Wireless Equipment; (d) the Wireless Equipment in accordance with the terms in this section. These terms and conditions, do not create, and will not be construed as creating, any rights enforceable by any person not having any rights directly under this Agreement, except the state and its issues, as defined in the Quiet Title Act. You acknowledge that you will be bound by the terms and conditions set forth in this section governing the provision of Gift Card Services.
You shall have no interest in any proceeds of any such Gift Card Services or Paper Security (other than any proceeds of any claims to which you are entitled under Sections 25.5 or 25.6 hereof), and you agree to sign such instruments of assignment and/or transfer as Processor may request to evidence your assignment of such proceeds.

You shall pay Processor the fees set forth on the Gift Card Set-Up Form. You are also responsible for all costs incurred in connection with the establishment of any Gift Card Services, including fees and expenses associated with the issuance of any Gift Card, Gift Card Number or PIN: (i) in the case of Gift Cards ordered through Processor, upon delivery of such Gift Cards to you or your Designated Location, as applicable; and (ii) in the case of Gift Cards obtained by you from a Person other than Processor or your Designated Location, you shall pay all costs and expenses associated with the issuance of such Gift Cards, including all fees and costs incurred in connection with the purchase of Gift Cards or Gift Card Numbers from such Person.

In addition to all other rights we have under the Agreement provisions are not to be construed as granting to you any patent rights or patent license and you acknowledge that we own all such rights and licenses.

We or our representatives may, at any time, enter your premises for purposes of inspecting, maintaining, inspecting, recovering, replacing, or disposing of any Equipment.

You shall not include or use any of the Equipment as or for personal use.

We or the third parties to whom we have delegated such rights and responsibilities (the "Authorized Service Provider") will provide help desk support for your Equipment, including, without limitation, any disputes regarding the goods or services that are purchased using the Gift Card or Gift Card Number or PIN. You shall pay the purchase price for such supplies, plus shipping and handling fees, if any, to Processor, upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits to your Bank Account or by credit to your Affiliated Issuer's Funds or to any balance in your Designated Location, in accordance with our standard procedures for receiving such payments.

You shall, in addition to all other rights and remedies available to Processor under the Agreement, have the right to be indemnified by Processor against, and Processor shall hold you harmless from, all third-party claims, losses, liabilities, damages and expenses, including reasonable attorneys' fees, (collectively "Claims") to the extent that any such Claim is caused by or arises out of: (i) any failure on your part to comply with any law or regulation applicable to the Program; (ii) any dispute between you and any Affiliated Issuer; (iii) any dispute between you and an Affiliated Issuer and Processor; or (iv) any unauthorized or fraudulent use of any Gift Card, Gift Card Number or PIN by you or your Affiliated Issuers.

You shall not sell, assign, pledge, lease, create a security interest in, directly or indirectly create, incur, assume, transfer or otherwise dispose of the Equipment except as permitted under the terms and conditions of this Agreement or in accordance with any written instructions provided by Processor.

You authorize Processor, in its sole and absolute discretion, to make such modifications to Gift Card accounts as it deems necessary in the performance of its obligations under this Agreement and the separate Affiliated Issuer Agreement.

Sections 25.5 and 25.6 shall survive the termination of the Agreement.

21.7. Enforcement. If any provision of this Agreement is held invalid, illegal or unenforceable under any applicable law or regulation, the invalidity, illegality or unenforceability of such provision shall not affect the validity, legality or enforceability of any other provision of this Agreement.

22.6. Use and Return of Equipment; Insurance.

You represent and warrant that you are acting as an authorized representative of Processor and you have the authority to execute the Agreement on its behalf.

You agree to rent to you and you agree to accept and rent from us, if requested by you, the following Equipment: the Equipment Agreement specifies the type and quantity of Equipment to be provided, as well as any applicable shipping and handling charges. The Agreement provides for the rental of Equipment and for determining the requirements for compliance with laws and regulations applicable to the Program. You acknowledge and agree that you have the right to terminate the Agreement at any time, for any reason, without cause.

You agree to pay Processor all amounts due to us under the Agreement, including any applicable shipping and handling charges, and you agree to comply with all terms and conditions of the Agreement.

You agree to purchase any Equipment or supplies that we provide under the terms of the Equipment Agreement, and you agree to pay for such Equipment or supplies, plus any applicable tax and shipping and handling charges prior to the effective date of the Agreement.

You agree to return the Equipment to Processor at your cost in the same condition as when delivered, except for normal wear and tear.

You agree to return any Equipment to Processor, upon demand, if the Equipment is no longer needed by you or your Designated Location.

You agree to return any Equipment to Processor, upon request, if you no longer meet the requirements for compliance with laws and regulations applicable to the Program.

You agree to accept the Equipment that we provide to you, and you agree to accept and rent from us any additional Equipment that we provide to you under the terms and conditions of the Agreement.

You agree to accept and use the Gift Card Services and the Gift Card Services are designed to provide you with a method of payment for the purchase of goods and services at your place of business.

You agree to pay the fees set forth on the Gift Card Set-Up Form, which fees are reasonable and customary for the services provided by Processor.

You agree to pay Processor the fees set forth on the Gift Card Set-Up Form, which fees are reasonable and customary for the services provided by Processor.

You agree to pay Processor all amounts due to us under the Agreement, including any applicable shipping and handling charges, and you agree to comply with all terms and conditions of the Agreement.
delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonable wear and tear excepted, by the 10th Business Day after delivery to you, reasonab
under this Agreement, or (b) any other person’s authorized or unauthorized access and/or use of the Clover Security Plus (or any part), Software or Equipment, whether or not such Customer Information is stored in electronic form on the Fraud Services or the Clover Security Plus. (g) Any person that refuses to comply with the terms of any Transaction, whether or not any other Customer Information is provided by such person to you.

21.2. Liabilities.

21.2.1. Subject to the terms of this Agreement, we agree to waive liability that you may have to us, or our vendors or our agents, for any of the Services provided under this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

21.2.2. The maximum amount of Liability Waiver for all Security Event Expenses and Post Event Services Expenses in a Calendar Year will be limited as follows: a) $100,000.00 per each year of the Agreement; and b) $500,000.00 aggregate maximum for all of your Agreements.

21.2.3. In addition to Section 21.2.2, the maximum amount of Liability Waiver during any Calendar Year is further limited to: a) $10,000.00 per each year of the Agreement; and b) $25,000.00 aggregate maximum for all of your Agreements.

21.3. Termination.

21.3.1. You may terminate any Security Event Expenses or Post Event Services Expenses to you, or the output generated by the Fraud Services, nor use or demonstrate the Fraud Services or related materials for, or on behalf of, any third-party service provider without the prior written permission of the Fraud Services provider.

26.2. Reservation of Rights. Subject only to the limited sublicense granted herein, we reserve all rights, title and interest in and to all Confidential Information that we own, including all Confidential Information that you may have or receive under this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

26.3. Transaction Data. Your transaction data will be processed by the Fraud Services. As part of this processing, the transaction data may be retained for statistical analysis and/or use by the Fraud Services vendor(s) and/or other persons to help others to improve the Fraud Services and prevent further fraud. In no event will your transaction data be released to any third party or used for any purpose other than the transmission and use of the data in this manner.

27. TransArmor Program Year.

27.1. Authorization will occur at the Servicer or relevant Card Organization. NOTWITHSTANDING ANY WAIVER OR LIMITATION OF LIABILITY, WE WILL AT ALL TIMES BE RESPONSIBLE FOR AND WILL PROVIDE ALL SECURITY EVENT EXPENSES AND POST EVENT SERVICES EXPENSES BILLOWED TO US OR (II) TO YOU OR US BY A CARD ORGANIZATION. ALL SECURITY EVENT EXPENSES AND POST EVENT SERVICES EXPENSES PROVIDED TO YOU UNDER THIS AGREEMENT, INCLUDING THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. INCLUSIVE OF THIS DISCLAIMER ARE BOTH EXPRESS AND IMPLIED WARRANTIES, AND WE RESERVE THE RIGHT TO DISCLOSE ANY PERSONAL HANDBOOK OR DATA FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT THE DATA SECURITY EVENT IMPLICATIONS SHALL BE MADE AVAILABLE WITHOUT INTERRUPTION.


28.1. The software licenses set forth in Section 28.1 through May 13, 2023, regardless of the number of Data Incidents you may experience.

28.1.4. All Data Incident Expenses resulting from the same, continuous, related or unrelated event or transaction are limited to the maximum amount of Liability Waiver during any Calendar Year. For the purposes of this Section 28.1, the term “event” means a qualified security assessor certified you as PCI-compliant; (d) any Security Event Expenses resulting from any transaction, whether or not related to the PCI DSS, or (c) any repeated Data Incidents, unless between these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.1.5. The Liability Waiver shall not apply in relation to the Fraud Services or related materials for, or on behalf of, any third-party service provider without the prior written permission of the Fraud Services provider.

28.2.9. The terms and conditions set forth in this Section 29 govern the provision of Buyer Initiated Payment Services and apply only to Card payments that originate from a business certified into a Card Association approved Gateway for Buyer Initiated Payments. Your Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.


28.2.10.1. If you select to utilize the Payeezy Gateway Services, the following additional terms and conditions apply:

28.2.10.1.1. Through our strategic agreement with First Data and their data with Acclivity, Bank is not a party to this Agreement. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.2. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.3. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.4. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.5. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.6. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.7. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.8. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.9. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.10. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.11. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.

28.2.10.1.12. The Payeezy Gateway Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement and is not responsible to you for any of the terms and conditions set forth in this Agreement, including the extent of these limits. The Liability Waiver is available only while you are using and paying for a Clover Security Plus that provides Access to Fraud Services under this Agreement.
30.4.11. Security of Information.

You shall pay Processor the fees for the Payeezy Gateway Services as set forth in Schedule 1, and shall, upon your request, execute a written confidentiality agreement, the terms of which are no less restrictive than the provisions of this Section 30; (v) make any copies of the Payeezy Gateway Services or any algorithm, process, procedure or other information contained in the Payeezy Gateway Services or Documentation, except as is incidental to the purposes of this Agreement or specific to this Section 30; (vi) use, copy, disclose, distribute or otherwise publish or disclose any Systems or to complete processing transactions; or (d) any failure to transmit, obtain receipt of or acknowledge receipt of your or your Customer’s erroneous input.

In the event we notify you of any such Update, you shall integrate and install such Update into the Payeezy Gateway Services immediately upon receipt of such notice, except as is incidental to the purposes of this Agreement or Section 4.1.8. You hereby acknowledge and agree that the Payeezy Gateway Services and/or Documentation may be modified from time to time in our sole discretion. You acknowledge and agree to such potential termination or suspension and any and all damages, whether actual, incidental or consequential resulting therefrom.

You shall pay Processor the fees for the Payeezy Gateway Services as set forth in Schedule 1, and shall, upon your request, execute a written confidentiality agreement, the terms of which are no less restrictive than the provisions of this Section 30; (v) make any copies of the Payeezy Gateway Services or any algorithm, process, procedure or other information contained in the Payeezy Gateway Services or Documentation, except as is incidental to the purposes of this Agreement or specific to this Section 30; (vi) use, copy, disclose, distribute or otherwise publish or disclose any Systems or to complete processing transactions; or (d) any failure to transmit, obtain receipt of or acknowledge receipt of your or your Customer’s erroneous input.

In the event we notify you of any such Update, you shall integrate and install such Update into the Payeezy Gateway Services immediately upon receipt of such notice, except as is incidental to the purposes of this Agreement or Section 4.1.8. You hereby acknowledge and agree that the Payeezy Gateway Services and/or Documentation may be modified from time to time in our sole discretion. You acknowledge and agree to such potential termination or suspension and any and all damages, whether actual, incidental or consequential resulting therefrom.

30.4.11. Security of Information.

You shall pay Processor the fees for the Payeezy Gateway Services as set forth in Schedule 1, and shall, upon your request, execute a written confidentiality agreement, the terms of which are no less restrictive than the provisions of this Section 30; (v) make any copies of the Payeezy Gateway Services or any algorithm, process, procedure or other information contained in the Payeezy Gateway Services or Documentation, except as is incidental to the purposes of this Agreement or specific to this Section 30; (vi) use, copy, disclose, distribute or otherwise publish or disclose any Systems or to complete processing transactions; or (d) any failure to transmit, obtain receipt of or acknowledge receipt of your or your Customer’s erroneous input.

In the event we notify you of any such Update, you shall integrate and install such Update into the Payeezy Gateway Services immediately upon receipt of such notice, except as is incidental to the purposes of this Agreement or Section 4.1.8. You hereby acknowledge and agree that the Payeezy Gateway Services and/or Documentation may be modified from time to time in our sole discretion. You acknowledge and agree to such potential termination or suspension and any and all damages, whether actual, incidental or consequential resulting therefrom.
31.3. Restrictions. (a) Each Third Party Service Provider is solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service are kept safe and confidential. You must prevent any unauthorized access to or use of the Clover Service or any part of the Clover System or Clover Service, (b) maintain and update this information to keep it accurate, current and complete; (c) immediately notify us in the event of any loss or unauthorized use of your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service, (c) immediately notify us in the event of any loss or unauthorized use of your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service, (c) immediately notify us in the event of any loss or unauthorized use of your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service, (c) immediately notify us in the event of any loss 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security or access information used by you to use or access the Clover Service.
means the trademarks or service marks of Processor (or its affiliates, and/or any of their successors, assigns, or other personal representatives). Subject to the terms and conditions of this Agreement, each of the parties will keep confidential and use only for the purposes set forth in this Agreement such information as the other party may disclose to it, whether in writing, electronically or orally, that is identified by the disclosing party as confidential or that, in the recipient's reasonable judgment, should be confidential. Confidential Information disclosed by Processor to Clover may include, but is not limited to, technical information about the Clover System or Clover Service. Confidential Information disclosed by Clover to Processor may include, but is not limited to, the role of Clover in the processing of transactions, the role of Clover in the management of the Clover System,参加了的---

If you elect to utilize the First Data Main Street Insights Solution (“Main Street Insights”), you agree to be bound by the terms and conditions set forth herein as modified by Processor from time to time at the website, by internet link or otherwise. User Documentation may be provided to you from time to time at the website, by internet link or otherwise. You understand and acknowledge that the Main Street Insights Solution may be utilized in Main Street Insights in connection with your use of the Services and may be utilized in Main Street Insights for backup and archival purposes, directly or indirectly copy Main Street Insights (or any part) for any purpose, including but not limited to, to test the functionality of the equipment or software used to access Main Street Insights (or any part), to develop or improve the capabilities of Processor’s products or services, or to develop new products or services. You acknowledge that Main Street Insights is for your internal business use only. Main Street Insights is not intended for, and is not for sale to, any person that is a consumer or is not affiliated with a merchant. Main Street Insights cannot be used to access, discover by any means any source code or any underlying data, ideas or algorithms of Processor. The right to use Main Street Insights (or any part) is specifically granted to the Merchant and his or her employees for use within the Merchant's Territory only and no other. The right to use Main Street Insights (or any part) is specifically granted to the Merchant and his or her employees for use within the Merchant's Territory only and no other. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights. You shall not take any action inconsistent with the stated title and ownership in Main Street Insights.
31.11. Accuracy of Information. You are solely responsible for ensuring the accuracy of all information and data regarding your account that you provide to First Data, its affiliates, vendors, or third-party provider(s) for any and all purposes. You must ensure that all such information is accurate and complete. If you provide inaccurate or incomplete information or data, or if you fail to provide information or data when required, First Data may exercise its right to refuse to open or close an account, or to refuse to make any payment or determination of liability, in whole or in part, if First Data believes that any loss, theft or unauthorized use of your Account Data is the result of your failure to provide any such information or data.

31.12. First Data Main Street Insights Solution Disclaimer

31.12.1. In general. Unless otherwise stated, any content provided by First Data Main Street Insights is provided "as is" and "as available" and First Data makes no representation or warranty with respect to any content provided by First Data Main Street Insights, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

31.12.2. User Assumption of Risk. You acknowledge and agree that use of First Data Main Street Insights is at your own risk. You assume the entire risk and liability associated with the use of First Data Main Street Insights, which includes the risk of damage from interception, theft, unauthorized access, or other security or privacy risks.

31.12.3. Limitation of Liability. The cumulative liability to you from First Data, its affiliates, vendors, and/or third-party provider(s) for any and all claims arising out of or relating to any content or information provided by First Data Main Street Insights shall not exceed $10,000 in the aggregate.

31.12.4. Waiver of Jury Trial. All parties irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding arising out of or relating to Main Street Insights or any provision of this Agreement.

31.13. Penalties for Noncompliance

31.13.1. Prohibition on Access. If you fail to comply with the terms of this Agreement, First Data may restrict your access and/or use of Main Street Insights with your unique username and/or password. First Data may send you an email or other electronic notification alerting you that the Disclosure is being sent to your email address. First Data will provide you with an opportunity to resolve any issues identified and achieve compliance with the terms of this Agreement.

31.13.2. Penalties for Noncompliance. In addition to any other remedies available to First Data, First Data may, in its sole discretion, do any of the following in the event of a breach of the terms of this Agreement:

(a) suspend or terminate your access or use of Main Street Insights; or
(b) impose a charge for any noncompliant use or access; or
(c) charge you an administrative fee for any noncompliant use or access.


31.14.1. Your Account Information. Your account information includes, but is not limited to, your unique username and password to access Main Street Insights. You are responsible for securely storing and protecting your unique username and password from unauthorized access.

31.14.2. Prohibitions on Use. You agree that you will not permit anyone unauthorized by you to use your unique username and password to access Main Street Insights. You are responsible for ensuring that only authorized persons have access to your unique username and password.

31.14.3. Changes to Your Account Information. You agree to promptly notify First Data of any unauthorized use of your unique username and password and to change your password no less frequently than once every 90 days.

31.15. Accuracy of Information.

31.15.1. Accuracy of Information. You are solely responsible for ensuring the accuracy of all information and data regarding your account that you provide to First Data, its affiliates, vendors, or third-party provider(s) for any and all purposes. You must ensure that all such information is accurate and complete. If you provide inaccurate or incomplete information or data, or if you fail to provide information or data when required, First Data may exercise its right to refuse to open or close an account, or to refuse to make any payment or determination of liability, in whole or in part, if First Data believes that any loss, theft or unauthorized use of your Account Data is the result of your failure to provide any such information or data.

31.15.2.Waiver of Jury Trial. All parties irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding arising out of or relating to Main Street Insights or any provision of this Agreement.
Any entity formed to administer and promote Cards, including without limitation the Bank, Visa International ("Visa"), Discover Financial Services, LLC ("Discover") and any other card association or similar organization. The card association or similar organization shall be deemed to have been charged for such Authorization, whether approved or declined.

Authorization: Any request approved by the Issuer for the Card valid at the point-of-sale, including Internet, mail-order and telephone-order Card transactions. The bank identified on the Application signed by you.

Bank: The bank on which the Cardholder is required to deposit or deliver funds hereunder.

Bank Identification Code: A unique identifier used for the identification of a Card Issuer.

Blanket Authorization: Authorization of a merchant to process Transactions using an Authorization Processing Terminal without the need for a specific Authorization for each Transaction.

Branch: One of American Express’s Chargeback programs.

Business Day: Monday through Friday, excluding Bank holidays.

Card: A Card Issuer’s card that is tied to a Cardholder’s bank account or a prepaid account and which is processed through the Data Incident, including identity theft education and assistance and credit monitoring.

Card Application: The catalog of information required to open a Card account.

Card Authorization: A process which allows a merchant’s Dial-Up Terminal to dial directly to an Authorization Processor for an Authorization or an Electronic Draft Capture. The terminal is not an ATM.

Card Chargeback: A chargeback is a transaction processed on behalf of a Cardholder whose information is the subject of a Data Incident, including identity theft education and assistance and credit monitoring.

Card Issuer: A financial institution or card association or similar organization (or other entity authorized by a Card Organization) that issues credit cards to Cardholders.

Card Member: A card association or similar organization.

Card Member Organization: The closest Federal Reserve Bank to the Card Issuer.

Card Number: Issuer: The number appearing on the front of the Card and printed in the “Card Number” field on the Application.

Card Verification Method (CVM): A method used to confirm the identity of a Cardholder at a point-of-sale, including Internet, mail-order and telephone-order Card transactions. SAQ: Self-Service Terminal.

Cardholder: A person whose name is embossed on a Card or a person authorized or licensed by such person to use a Card.

Cash: The value used to identify transactions for which a Cardholder has signed a Sales Draft or a Credit Draft.

Charge: A transaction that the Client originally processed as a Store and Forward transaction. The Sales Drafts from the resubmission transaction are not Batched, and the resubmission transaction allows the merchant to attempt to obtain an Authorization for the transaction.

Chargeback: A request for documentation of a merchant’s sale of goods or services for which the merchant cannot obtain an Authorization while the customer is present, typically due to customer or merchant error, or fraud.

Chargeback Request: The documentation of monetary transactions (i.e., Sales Drafts, Credit Drafts, Return of Goods Drafts, Store and Forward, and Split Dial/Capture), for processing the card. The non-Qualified Surcharge amount is set forth on the fee schedule with the interchange level. The Non-Qualified Surcharge (the amount of which is set forth on the fee schedule with the interchange level) relates to transactions which may be incorporated into and made part of this Agreement.

Clearing: A clearing process such as the one that is tied to a Cardholder’s bank account or a prepaid account and which is processed through the Data Incident, including identity theft education and assistance and credit monitoring.

Clearing House: Financial institution licensed, regulated, or supervised by the National Automated Clearing House Association (including, with respect to EBTs, the Federal Reserve System, the Federal Reserve System, or any other clearing house). A service provided to a cardholder whose information is the subject of a Data Incident, including identity theft education and assistance and credit monitoring.

Coin: A value used to identify transactions for which a Cardholder has signed a Sales Draft or a Credit Draft.

Credit Draft: A Card Draft that requires the Cardholder to provide a signature rather than a PIN.

Credit Limit: The credit line set by the Issuer for the Cardholder’s Credit Card account.

Credit Line: The credit line set by the Issuer for the Cardholder’s Credit Card account.

Credit Organization: A financial institution or card association or similar organization (or other entity authorized by a Card Organization) that issues credit cards to Cardholders.

Credit Processor: A Request for documentation of a merchant’s sale of goods or services for which the merchant cannot obtain an Authorization while the customer is present, typically due to customer or merchant error, or fraud.

Credit Draft: A Card Draft that requires the Cardholder to provide a signature rather than a PIN.

Dial-Up Terminal: An Authorization device which, like a telephone, dial an Authorization Center for validation of transactions.

Debit Application: The catalog of information required to open a Debit account.

Debit Card: A card association or similar organization that issued a Debit Card and is not a Card Issuer.

Debit Processor: The documentation of monetary transactions (i.e., Sales Drafts, Credit Drafts, Return of Goods Drafts, Store and Forward, and Split Dial/Capture), for processing the card. The non-Qualified Surcharge amount is set forth on the fee schedule with the interchange level. The Non-Qualified Surcharge (the amount of which is set forth on the fee schedule with the interchange level) relates to transactions which may be incorporated into and made part of this Agreement.

Debit Processor: A debit processing system that is not an ATM.

Debit Terminal: A dial-up device that is not an ATM.

Debit Transaction: A transaction that the Client originally processed as a Store and Forward transaction. The Sales Drafts from the resubmission transaction are not Batched, and the resubmission transaction allows the merchant to attempt to obtain an Authorization for the transaction.

Department Store: A merchant that is connected to the national clearinghouse for the purpose of processing card transactions.

Display Application: The catalog of information required to open a Card account.

Domestic: Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Section 11.1.

Dial-Up Terminal: A process which allows a merchant’s Dial-Up Terminal to dial directly to an Authorization Processor for an Authorization or an Electronic Draft Capture. The terminal is not an ATM.

Dial-Up Terminal: A Dial-Up Terminal that is not an ATM.

Dispensing of cash by a merchant in connection with a Card purchase, delivery or service. The bank on which the Cardholder is required to deposit or deliver funds hereunder.

Dispensing of cash by a merchant in connection with a Card purchase, delivery or service. The bank on which the Cardholder is required to deposit or deliver funds hereunder.

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Dispensing of cash by a merchant in connection with a Card purchase, delivery or service. The bank on which the Cardholder is required to deposit or deliver funds hereunder.
The Company will also pay TeleCheck for the following fees and:

TeleCheck reserves the right to decline processing any Item as an Eligible Item. The Company may accept Items that do not receive an approval code or that do not meet the warranty set forth in the TeleCheck Service Application and Agreement. The Company may exceed the lesser of: (a) the amount of the Eligible Item, or (b) the Warranty Maximum.

1.3. Information Warranty.

The Company represents and that each Item it submits to TeleCheck for processing under this Agreement. TeleCheck will analyze Items to TeleCheck for processing under this Agreement. TeleCheck will analyze

1.4. Warranty Requirements. The Company represents and that each Item it submits under this Agreement is Eligible.

(5) the consumer authorized debiting its account by electronic funds transfer

(12) the Company fails to provide TeleCheck with a legible copy of an

(14) if TeleCheck approves an Item as a paper check that could not be settled as an electronic funds transfer or the check is submitted to TeleCheck as an image using a mobile device or other image reader, the ability to settle imaged Eligible

1.5. Electronic Images.

The Company acknowledges that the Third Parties are relying upon the information contained on the Merchant Processing Application and the Schedules thereto, all of which are incorporated by reference into the

1.6. Authorization. The Company will maintain a copy of each consumer’s Authorization for the length of: (a) 2 years, or (b) the period of time required by the Nacha Risk Monitoring Program, whichever is shorter. The Company will provide TeleCheck with copies of Authorizations within 7 days of TeleCheck’s request for them.

1.7. Assignment of Items.

The Company assigns all of its right, title, and interest in each Eligible Item, other than Redeposit Check Items, to TeleCheck. The assignment is subject to the following conditions: (a) TeleCheck’s Information Warranty.

The Company agrees that this Agreement will govern

The Company will comply with the terms of its agreement with its Device supplier. The Company will comply with the terms of its agreement with its Device supplier and warrants that it is authorized to install and use

1.1. Delivery by Applicant. The Company agrees that this Agreement will govern

1.0. TeleCheck Solutions Overview

TeleCheck will provide the Company with cooled information that it may use when delivering its other Products. For each Product (or line of items and, together, Items) that is included in the Product, the Company will accept the Product for processing as an Eligible Item.

1.2. Submitting Items. The Company will designate the types of Items it accepts and that it will submit to TeleCheck for processing under this Agreement as indicated on the TeleCheck Service Application and Agreement. The Company will submit all of its designated Items to TeleCheck for processing at least 1 day prior to the day that the Company wishes to receive the corresponding payment transaction. The Company will provide TeleCheck with copies of any necessary documentation required by applicable law (defined below), including, but not limited to, the Product’s order or invoice, warranty documentation, and electronic images (if any). TeleCheck may require additional information, including, but not limited to, any of the Items submitted to TeleCheck’s App on the Device.

TeleCheck reserves the right to decline processing any Item as an Eligible Item.

1.10. Updating Information.

1.8. Processing Notices; Return Item Fees.

The Company will provide TeleCheck with reasonable advance notice of any material change in the nature of the Company’s business (including, without limitation, add, modify, or change to the Company’s operations that would materially affect its products sold, services provided, or the procedures it follows for payments acceptance). The failure to provide TeleCheck with reasonable notice of such material change shall be deemed a breach of this Agreement.

5.  The Company’s Payment Obligations

Fees. The Company will pay TeleCheck for: (a) all fees and charges for the services that are set forth in the TeleCheck Service Application and Agreement; (b) all fees that are charged back; (c) any additional fees for quantity discounts; (d) any additional fees, costs, or charges for returns; and (e) any additional fees, costs, or charges for the following transactions: (i) any transaction for the sale or return of non-first party Items; (ii) any transaction for the sale or return of Ineligible Items; and (iii) any transaction for the sale or return of Ineligible Items.

6. Reserve

6.1. Early Termination Fee.

If the Company agrees that this Agreement will govern

2. Settlement

In addition to the fees described above, the Company will pay TeleCheck for an initial setup fee (the “Initial Setup Fee”), which is an additional $2.50 per account, in advance of the initial setup. TeleCheck may elect to provide warranty coverage for an Ineligible Item will not constitute a course of dealing, waiver of rights, or acknowledgement of a course of dealing, waiver of rights, or waiver of rights associated with an assigned Eligible Item.

Respond to the question: What is the significance of this document to the Company? The significance of this document to the Company is that it outlines the terms and conditions under which the Company will be able to use TeleCheck’s Services for processing its transactions. It specifies the fees, warranties, and other obligations that the Company must fulfill to use TeleCheck’s Services. The document also details the process for processing transactions, including the submission of items, the handling of electronic images, and the receipt of corresponding payment transactions. Additionally, it covers the assignment of items, warranty requirements, and the assignment of rights to TeleCheck. Lastly, it describes the payment obligations of the Company to TeleCheck, including fees and charges for services provided. This document is crucial for the Company to understand its responsibilities and obligations under this Agreement, which ensures that it operates within the outlined parameters. Therefore, it is essential for the Company to review and ensure compliance with all its terms and conditions to maintain a successful and lawful use of TeleCheck’s Services.
11.2. Disclosure. TelCheck owns all right, title and interest in the data it obtains from providing the Services to the Company.

11.2.2. Security. The Company will implement commercially reasonable practices, including administrative, physical and technical safeguards, that are designed to (a) maintain the security and confidentiality of Consumer Information, and (b) protect against reasonably anticipated threats to the security or integrity of Consumer Information, which arise from the Company's gross negligence, willful misconduct, or default. The Company will indemnify, defend, and hold TelCheck harmless for all losses, damages, costs, or expenses (including reasonable attorney's fees) claimed against it by third parties, which arise from the Company's gross negligence, willful misconduct, or breach under this Agreement.

12. Data Use; Security

12.1. Data Use. TelCheck owns all right, title and interest in the data it obtains from providing the Services to the Company.

12.2. Data Security. The Company will implement commercially reasonable practices, including administrative, physical and technical safeguards, that are designed to (a) maintain the security and confidentiality of Consumer Information, and (b) protect against reasonably anticipated threats to the security or integrity of Consumer Information, which arise from the Company's gross negligence, willful misconduct, or default. The Company will indemnify, defend, and hold TelCheck harmless for all losses, damages, costs, or expenses (including reasonable attorney's fees) claimed against it by third parties, which arise from the Company's gross negligence, willful misconduct, or breach under this Agreement.

13. Indemnification

The Company will indemnify, defend, and hold TelCheck harmless from all losses, damages, costs, or expenses (including reasonable attorney's fees) claimed against it by third parties, which arise from the Company's gross negligence, willful misconduct, or breach under this Agreement.

14. Exclusion of Damages

Neither party will be liable for any lost profits, revenues or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages, whether or not foreseeable, or whether those damages were foreseeable or otherwise was advised they were possible.

16. Limitation of Liability

TelCheck and the Company's aggregate liability to the other for losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement and any amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

20.2. Choice of Law and Venue. Except as may be otherwise provided in the Arbitration Provision above, this Agreement will be governed by New York law (without regard to its choice of law provisions). The courts of New York, New York will be the proper venue for legal proceedings brought in connection with this Agreement. Waiver of Jury Trial. All parties irrevocably WAIVE ALL AND ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

21. Entire Agreement, Amendment, Counterparts

The definitive form of this Agreement includes its schedules, addenda, and any amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in this Agreement). This Agreement is the entire agreement between the parties and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. Except as set forth in Section 12.2, modifications to this Agreement must be in writing, executed by the parties. This Agreement and any amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

22. Assignment

The Company may not assign this Agreement without TelCheck's written consent. TelCheck may assign any Agreement upon notice to the Company. This Agreement will be enforceable against a party's permitted successors or assigns. This Agreement may not be assigned, assumed, or assigned in the event of a bankruptcy or other insolvency event without consent from the non-bankrupt or insolvent parties.

19. Waivers

Any party's delay or failure to exercise any of its rights under this Agreement will not be a waiver of those rights.

20. Compliance with Law, Choice of Law, Waiver of Jury Trial

20.1. Compliance with Law. The parties will comply with all laws, regulations, and rules (including ACH's network rules, requirements, and standards; the Nacha Rules) (together “Laws”) that are applicable to their respective performance obligations under this Agreement. The Company acknowledges that it is the Originator under the Nacha Rules with respect to transactions and agrees to comply with its obligations as an Originator. The Company certifies that it has a legitimate business need for the information that TelCheck provides through its Services, will use the information in connection with submitting payment transactions to TelCheck for processing and for no other purpose, and will use the information only for permissible purposes under the Fair Credit Reporting Act (the Company will not use TelCheck's information for employment-related purposes).

21. Waiver of Jury Trial

Any party's delay or failure to exercise any of its rights under this Agreement will not be a waiver of those rights.
PART IV: ADDITIONAL IMPORTANT INFORMATION FOR CARDS

A.1. Electronic Funding Authorization
All payments to Client shall be through the Automated Clearing House ("ACH") and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of Client’s Card sales pursuant to the Agreement. Client agrees that any Settlement Account designated pursuant to the preceding sentence will be an account primarily used for business purposes. Neither PNC Bank, N.A., nor PNC Merchant Services Company can guarantee the time frame in which payment may be credited by Client’s financial institution where the Settlement Account is maintained.

Clean hereby authorizes PNC Bank, N.A. and its authorized representative, including PNC Merchant Services Company, to access information from the Settlement Account and to initiate credit and/or debit entries by bankwire or ACH transfer and to authorize your financial institution to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement and to authorize your financial institution to provide such access and to credit and/or debit or to block the same to such account. This authorization is without respect to the source of any funds in the Settlement Account, is irrevocable and coupled with an interest. This authority extends to any equipment rental or purchase agreements which may exist with Client as well as to any fees, fines and assessments and Chargeback amounts of whatever kind or nature due to PNC Merchant Services Company or PNC Bank, N.A. under terms of this Agreement whether arising during or after termination of the Agreement. This authority is to remain in full force and effect at all times unless and until PNC Merchant Services Company or PNC Bank, N.A. have consented to its termination at such time and in such a manner as to afford them a reasonable opportunity to act on it. In addition, Client shall be charged twenty dollars ($20.00) for each ACH which cannot be processed or (ii) a new electronic funding agreement is signed by Client. Client’s Settlement Account must be able to process or accept electronic transfers via ACH.

A.2. Funding Acknowledgement
Your funds for Mastercard, Visa, Discover, PayPal Full Service and American Express transactions will be processed and transferred to your financial institution within two (2) business days from the time a batch is received by Processor if your financial institution is the Bank. If your financial institution is not the Bank, your Mastercard, Visa, Discover, PayPal Full Service and American Express transactions will be processed via the Federal Reserve or ACH within two (2) business days from the time a batch is received by Processor. The Federal Reserve will transfer such amounts to your financial institution.

A.3. Agreement Modification and Additional Fees
The Discount Rates for Mastercard, Visa, Discover and PayPal as shown on your Application are based on the assumption that your Credit Card and Non-PIN Debit transactions will qualify at the Anticipated Interchange Levels associated with your account. If a transaction fails to qualify for your Anticipated Interchange Levels, you will be billed a Non-Qualified Interchange Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction (see Section 11.1 and Glossary). Your initial Mastercard, Visa and Discover rates are stated on your Application and may be adjusted from time to time including to reflect:

a. Any increases or decreases in the interchange and/or assessment portion of the fees; b. The appropriate interchange level as is consistent with the qualifying criteria of each transaction submitted by Client; c. Increases in any applicable sales or telecommunications charges or taxes levied by any state, federal or local authority related to the delivery of the services provided by PNC Merchant Services Company when such costs are included in the Service or other final fees. A Minimum Processing Fee will be calculated beginning thirty (30) days after the date the Client’s Application is approved. (See Service Fee Schedule).

In addition to the debit card transaction fees set forth on the Application, Client shall be responsible for the amount of any fees imposed upon a transaction by the applicable debit network.

A.4. 6050W of the Internal Revenue Code
Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities and third-party settlement organizations are required to file an information return for each calendar year reporting all payment card transactions and third-party network transactions with payees occurring in that calendar year. Accordingly, you will receive a Form 1099-K reporting your gross transaction amounts for each calendar year. Your gross transaction amount refers to the gross dollar amount of the card transactions processed through your merchant account with us.

A.5. Addresses Notices
PNC Merchant Services Company
1507 Walt Whitman Road
Melville, NY 11747
Attn: Controller
PNC Bank, N.A.
Merchant Services
One PNC Plaza
249 Fifth Avenue
Pittsburgh, PA 15222
Attn: General Manager

Important Phone Numbers:
(see also Sections 3.3 and 4.4 of the Operating Procedures Guide)
Customer Service 1-800-742-5030
Authorizations 1-800-501-8748
POS Help Desk 1-800-501-8748

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