

PayerExpress and Electronic Payment Center Service

PNC's PayerExpress Service is PNC's Electronic Bill Presentment and Payment (EBPP/EIPP) Service. PayerExpress is a fully hosted, configurable website, which allows the customer to present invoices to and accept payments from the customer's customers.

PNC Rights:

- PNC reserves the right to update the security features of the PayerExpress system at any time.

Customer Obligations:

- Next day settlement of ACH entries may only be made if processed before the scheduled cut-off time.
- Accepted payment types are limited to ACH and credit/debit card.
- International payers can access the site. However, all payments must originate from a U.S. deposit account or be made in U.S. dollars if using an international credit card.
- If accepting ACH payments, the customer must have an active and approved ACH Batch Header. ACH transactions are subject to the Automated Clearing House (ACH) Origination Service Terms and Conditions.
 - For PayerExpress Service only, if processing ACH returns (optional), ACH credit line is required and must be approved by PNC.
- If accepting credit card payments, the customer must obtain merchant payment processing services from PNC Merchant Services Company (PNCMS) to be governed by a separate merchant agreement (Merchant Agreement). Transactions processed under the Merchant Agreement are subject to the terms and conditions contained therein, including customer's compliance with all applicable payment network rules.
- Consumer Terms of Service:
 - PayerExpress Service: The customer must post a Consumer Terms of Service on the website. The customer may also post a Privacy Policy on the website. Posting of such materials does not constitute PNC's approval and PNC is not responsible for monitoring or enforcing the provisions set forth in such terms. Any such monitoring or enforcement efforts shall remain solely the customer's responsibility. The customer may not include any reference to PNC within the customer's Consumer Terms of Service or Privacy Policy statement.
 - Electronic Payment Center Service: The customer is solely responsible for any Consumer Terms of Service used for the Electronic Payment Center. A generic Consumer Terms of Service will be posted on the website for the Electronic Payment Center. The customer understands and agrees that this generic Consumer Terms of Service cannot be modified, and is being provided as a courtesy only, and does not reflect legal review or approval. The customer should not rely on this generic Consumer Terms of Service without the customer's own legal review, guidance and approval. PNC will not be responsible for monitoring or enforcing the provisions set forth in the posted Consumer Terms of Service. Any such monitoring or enforcement efforts shall remain solely the customer's responsibility.

Optional Surcharge Feature

As an extended feature of PNC's PayerExpress Service, customer has access to additional services and tools designed to enable customer to add an additional fee to sales between customer and customer's clientele who use a Credit Card (**Cardholder**) for payment to customer (**Surcharge Feature**) intended to offset customer's costs associated with the processing of such transaction. The following terms apply to the Surcharge Feature. Customer's locations using the Surcharge Feature are in the United States, but do not include locations in an Unavailable Area.

- **Definitions.** Capitalized terms have the meanings as set forth below or as otherwise defined in this Service Schedule or the Agreement.

Credit Card means an account, or evidence of an account, authorized and established between a customer and a payment network and bearing a valid mark of such payment network that permits such customer, whose name is embossed on a card or device (or authorized user of such card or device), to buy goods or services on credit.

Support Documents means the information included as part of any set-up forms or similar documents or otherwise provided by customer (or on customer's behalf) to PNC in connection with this Surcharge Feature or this Service Schedule, or any other Services, as may be updated from time-to-time.

Unavailable Area means a jurisdiction in which the Surcharge Feature is unavailable from PNC, which may change from time to time.

Updates. From time to time, PNC may release updates to the Surcharge Feature ("**Updates**"), including those necessary for compliance with applicable laws or payment network rules.

- **Eligibility Criteria.** For so long as customer is using the Surcharge Feature, customer represents and warrants to PNC it meets the following eligibility criteria necessary to receive and use the Surcharge Feature (the "**Eligibility Criteria**"):
 - Customer is a party to a validly existing Merchant Agreement;
 - Customer has completed its registration with each payment network, as required by the payment network rules, at least thirty (30) days prior to using the Surcharge Feature;
 - Customer's current enablements at all locations (including internet addresses) under the Merchant Agreement include either debit cards or American Express cards, but not both debit cards and American Express cards; and
- **Customer Responsibilities.** Customer is responsible for:
 - Complying with all payment network rules including those applicable to surcharging and conducting ongoing reviews thereof and staying apprised of all applicable changes;
 - Monitoring legal developments applicable to surcharging and the operation of customer's business, interpreting applicable laws, determining the requirements for compliance with all applicable laws, and maintaining on-going compliance.
 - Calculating the percentage of total processing fees charged to customer for Credit Card sales transactions and refund transactions to customer's total gross dollar volume of such sale and refund transactions (the "**Discount Rate**") on an ongoing basis;
 - Notifying or confirming to PNC the Discount Rate prior to using the Surcharge Feature and on an ongoing basis, including providing Support Documents as may be necessary in connection therewith;
 - Ensuring the surcharge rate included in the Surcharge Feature and applied to any sale transaction does not exceed customer's then-current Discount Rate or the maximum rate permitted by applicable laws or payment network rules, whichever is lowest;
 - Provide PNC, as part of the Support Documents, with a complete list of all locations in the United States where customer desires to impose a surcharge on its sale transactions, with current information for each location, including, website/internet addresses
 - Provide PNC with updated Support Documents prior to any additions, modifications, or other changes to information previously provided to PNC becoming effective, including to customer's locations or Discount Rate;

- Determining customer's local, state, and other tax requirements and applying any such tax or other assessment amounts to any applicable sale or refund transactions;
 - Ensuring any surcharge assessed on a sale transaction is refunded as part of a refund or return transaction, including calculation and inclusion of the pro-rata surcharge amount for any partial refunds
 - Immediately cease use of the Surcharge Feature if customer no longer meets any of the Eligibility Criteria and notify PNC
 - Generating and presenting surcharge notices to the Cardholder if it interacts with the Cardholder by way of a user interface which is not hosted by PayerExpress.
- **Network Guidance.** Operational guidance and information including important (but not exhaustive) payment network rule obligations and requirements regarding surcharging is available from the payment networks, including Visa currently at <https://usa.visa.com/content/dam/VCOM/global/support-legal/documents/merchant-surcharging-considerations-and-requirements.pdf> and Mastercard currently at https://www.mastercard.us/content/dam/public/mastercardcom/na/us/en/documents/Merchant_Surcharge_FAQ.pdf.
 - **Restrictions.** Customer understands PNC will have no responsibility or liability arising from what would be considered an impermissible use of the Surcharge Feature (“**Impermissible Use**”): use of the Surcharge Feature (or any portion thereof) in any manner not expressly permitted under this Service Schedule,
 - **Consent to Obtain and Share Information.** By using the Surcharge Feature, customer expressly authorizes PNC to obtain information from any of PNC's affiliates, including PNCMS, or any other third party, and such information shall be considered a Support Document.