

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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CHOI’S BEER SHOP, LLC and ABRAMOFF	:	
LAW OFFICES, on behalf of themselves and	:	
all others similarly situated,	:	
	:	
	:	
Plaintiffs,	:	CIVIL ACTION NO.
	:	
v.	:	_____
	:	
PNC MERCHANT SERVICES COMPANY, L.P.,	:	<b><u>Jury Trial Demanded</u></b>
	:	
Defendant.	:	
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**CLASS ACTION COMPLAINT**

COME NOW Plaintiffs Choi’s Beer Shop, LLC and Abramoff Law Offices, individually and on behalf of the classes of persons and entities preliminarily defined below, and file this their Class Action Complaint, based on personal knowledge, investigation of counsel, and information and belief.

**INTRODUCTION**

1. For years, PNC Merchant Services Company, L.P. (“Defendant” or “Merchant Services”) and its affiliates have engaged in a scheme through which it overbills its customers. Indeed, once merchants are locked into long-term contracts, Defendant assesses unanticipated and excessive fees and deliberately obscures and hides the upcharges so that merchants cannot reasonably detect that they have been overbilled.

2. Much of the harm is initially attributable to deception by Defendant’s sales agents during the contracting process. These sales agents, with the full knowledge and encouragement of Defendant’s management, seek to enroll merchants by every trick in the book, including by failing to disclose fee practices they know will occur and outright lying about fine print contractual terms. Agents earn substantial commission income and bonuses by doing so.

3. Once merchants are enrolled, Defendant endeavors to cover up such frauds by blocking merchants from receiving itemized monthly statements. This practice has two effects: it obscures Defendant's upcharges and blocks merchants from complaining.

4. Those "squeaky wheel" merchants that are vigilant enough to demand itemized monthly statements still have a difficult time uncovering Defendant's scheme based on the deceptive manner in which Defendant disguises certain overcharges, such as annual fees. Even if merchants discover the overcharges, they are typically unable to obtain any relief. Defendant instructs its sales agents and customer service department to refuse refunds in most cases.

5. Merchants that refuse to accept the overbilling and seek to cancel are forced to pay excessive early termination penalties that often exceed amounts they would otherwise pay if they fulfilled the remaining months on their contract's term.<sup>1</sup> Merchants are thus put to a Hobson's Choice – accept the overbilling or cancel and pay massive termination fees.

6. These allegations are not based on speculation but have been prepared following a thorough investigation of counsel, including conversations with many of Defendant's victims, several industry experts, and multiple former employees of Defendant.

7. Plaintiffs bring this action against Defendant for engaging in this scheme and the resulting breaches of contract and applicable New York law.

### **THE PAYMENT PROCESSING INDUSTRY**

8. In today's business world, the vast majority of merchants must accept payment for goods and services via credit and debit cards to stay competitive in the marketplace. In order to accept this method of payment, the merchant must utilize a payment processing service. As

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<sup>1</sup> Defendant has recently adopted a more lenient termination policy. Now it allows customers to terminate without penalty. But this is only an internal policy – not a contract change – and it is not often communicated to customers. Many of Defendant's representatives continue to misrepresent the policy to keep merchants from leaving.

used throughout this Class Action Complaint, the word “merchant” should be taken to mean any person or entity that accepts credit or debit cards for payments. This includes non-profits, schools, churches, government agencies, individuals, and many persons or entities that are not traditional businesses. All are subject to the same improper treatment by Defendant.

9. Merchants like Plaintiffs rely on companies like Defendant to provide the critical payment processing service in accordance with fair and transparent terms. Indeed, for many merchants, fees for card processing services are likely to be the third highest expense following labor and product costs. Even for a very small business, these fees can easily exceed \$100 per month.

10. The card processing system can be extremely difficult to understand, with many involved parties. For instance, in addition to the merchant who receives payment and the customer who provides such payment, the processing of a card transaction involves several other parties:

(a). The Card Issuer – the company that issued the credit or debit card to the customer, which is typically a bank such as Chase, Bank of America, or Defendant’s corporate affiliate PNC Bank, and which receives a fee whenever a customer uses one its cards for a transaction. These companies receive fees that are usually calculated as a percentage of a transaction plus a per-transaction fee (e.g., 1.65% + \$0.10/transaction). There are hundreds of different card types and the fee varies based on the type of card used. For example, rewards credit cards command a higher fee than a card with no rewards program. The fees paid to the issuing banks are generally known as “interchange fees.” Because the card issuers must be members of the Visa, MasterCard, and Discover payment networks – which set interchange rates

for each card type and require all member banks to adhere to them – the interchange rates charged by each card issuer is the same.

(b). The Card Network – the card networks (i.e., Visa, MasterCard, and Discover) establish and publish interchange fees applicable to each type of card in their system. The card networks charge additional per transaction fees, such as access fees. By way of example, Visa assesses an access fee known as the “APF” (“Acquirer Processing Fee”), which is currently \$0.0195 per credit card transaction and \$0.0155 per debit card transaction, and MasterCard charges an access fee known as the “NABU” (“Network Access Brand Usage”) fee, which is \$0.195 per any card transaction. The card networks also charge various additional fees depending on the merchant and type of transaction. These additional fees are generally known as “assessments.” The fees established by the card networks (like the interchange fees) apply universally and are not subject to negotiation no matter who the customer, merchant, or processor is. No entity aside from the card networks has the authority to modify these fees.

(c). The Payment Processor – this is the entity that actually processes the payment and ensures that whenever a merchant receives payment for an item or service with a credit or debit card, (i) the customer’s card account is debited and the merchant’s bank account is credited, (ii) the merchant is assessed all applicable fees, and (iii) such fees are distributed to the proper parties. First Data Merchant Services Corporation (“First Data”), which co-owns Defendant with PNC Bank, N.A. (“PNC Bank”), serves as payment processor for all of Defendant’s customers. In this way, more of the revenues and profits from customer transactions stay with Defendant and its owners than is often the case.

(d). The Member Bank – only banks such as PNC Bank may be members of card networks. These member banks “sponsor” payment processors so they may process

transactions through the card networks. Unsurprisingly, Defendant works with PNC Bank as its member bank thus, once again, allowing more of the revenue earned from customers to stay under the PNC-First Data corporate umbrellas, and increasing group profits.

(e). The Merchant Acquirer – this is the company that markets the payment processor’s services to merchants. Merchant acquirers essentially act as a “middle man” between merchants and payment processors. They enroll merchants in payment processing services and often provide customer support. Merchant acquirers usually work with independent agents or companies, sometimes known as Independent Sales Organizations (ISOs) or Member Service Providers (MSPs), which sign up merchants. The merchant acquirer then pays the ISO/MSP based on a percentage of the processing fees obtained from “their” merchants. Defendant is a merchant acquirer but also signs up merchants directly, and so qualifies as an ISO/MSP as well. Once again, because customer revenues are shared among Defendant, PNC, and First Data, an inordinate amount of revenue and profit is kept “in house.”

11. The number of involved parties and moving pieces can make it difficult for merchants to understand what fees are assessed for each transaction and how they are calculated. Merchants thus rely on merchant acquirers to explain on the front end of their relationship exactly what fees will be charged and to provide detailed itemized statements showing the fees that are charged.

12. Unfortunately, some merchant acquirers exploit this position of power. They induce merchants like Plaintiffs to execute standardized agreements that prominently disclose fees that have been discussed and agreed-upon. However, all the while, the merchant acquirer knows that the merchant is going to be flooded with additional fees that either were never

disclosed in the standardized agreements or were concealed in the fine print and never brought to the merchant's attention.

13. Defendant employs aggressive sales tactics to institute just such a scheme. Defendant knows full well that if its agents disclosed its true practices – including that Defendant will (a) add fees or mark-up existing fees without proper notice and in bad faith, (b) attempt to prevent merchants from discovering its overbilling, (c) refuse to provide refunds of improper fees, and (d) force merchants to pay more to terminate than stay in the deal – merchants would never agree to do business with Defendant.

14. This case challenges the nature and amount of the fees that Defendant imposes on its customers in the below-defined class and seeks monetary damages, restitution, declaratory relief, and injunctive relief.

### **PARTIES**

15. Plaintiff Choi's Beer Shop, LLC ("Choi's LLC") is a small, family-owned-and-operated market in Philadelphia that sells beer and sandwiches made to order. Choi's LLC has been a customer of Defendant since July 2017.

16. Plaintiff Abramoff Law Offices ("Abramoff") is a solo practitioner law office that specializes in divorce and family law. Abramoff is a DBA of Bonnie Abramoff Schmalzer and is located in Germantown, Wisconsin. Abramoff has been a customer of Defendant since August 2014.

17. Defendant Merchant Services is a Delaware limited partnership that is co-owned by PNC Bank and First Data Corporation. PNC Bank is the sixth largest retail bank in the United States, with over \$370 billion in assets. First Data is the country's largest payment

processor. Defendant was formed in 1996 and has been incredibly successful for its two partners.

18. Merchant Services did not grow rapidly until 2005. After nine years of operation, the company had only 25,000 customers. In 2005, the decision was made to make Merchant Services a bigger sales focus at PNC Bank. The Bank bought an additional 20 percent of the company from First Data, taking the ownership percentages from 60 percent for First Data and 40 percent for PNC to 60 percent for PNC Bank and 40 percent for First Data. The Bank was reorganized to make Merchant Services “a core product offering.”

19. The number of accounts grew rapidly thereafter. Merchant Services went from having a shrinking number of clients in 2005 to growing at over 20 percent per year in 2008-2012. The customer count went from 25,000 to over 100,000 by 2013. Growth has continued under the aggressive sales practices described herein, pushing more recent customer accounts to over 125,000 merchants.

20. The current General Manager of Merchant Services, David Shorten, was National Sales Director for First Data before moving to PNC Merchant Services in 2004. He then became the head of sales at Merchant Services and led the push to grow the company. He is now the Senior Vice President and General Manager at Merchant Services.

#### **JURISDICTION AND VENUE**

21. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d)(2) because there are more than 100 potential class members and the aggregate amount in controversy exceeds \$5 million exclusive of interest, fees, and costs, and at least one class member is a citizen of a state other than New York.

22. Oddly, Defendant is not registered to do business in New York even though it contractually mandates that all disputes against it be pursued in New York courts. This Court still has personal jurisdiction over Defendant, however, because it has engaged in a continuous and systematic course of doing business in New York by offering and providing payment processing services to thousands of New York citizens and companies.

23. Venue lies within this judicial district because Merchant Services mandates that suits against it be filed in Suffolk County, which falls entirely within this district.

### **COMMON FACTUAL ALLEGATIONS**

#### **A. Defendant's High Sales Goals and Inadequate Training Methods Breed Deception.**

24. Defendant obtains merchant customers through its sales team, which is divided into inside sales and outside sales. The inside sales team consists of sales agents that field sales leads produced by PNC Bank. For example, tellers are incentivized to mention to business customers of the Bank that they should consider using Merchant Services for their payment processing. If the business owner or manager expresses interest, their contact information is provided to an inside sales agent, who contacts them by phone and/or email in an effort to make the sale. Inside sales agents do not make in-person visits to businesses or branches of the Bank. Inside sales agents are paid employees. They receive a modest base salary and commissions if they achieved sales goals.

25. Inside sales agents have three goals. The first is to sell a specified number of "units" per month. A "unit" is defined as a new merchant account. For years, this goal was 12 units per month. It was reduced in 2017 to 10 units for month for reasons discussed below.

26. The second is for the agent's "units" to produce at least \$125,000 in annual net revenue. In other words, the annual net revenue that Defendant receives from the agent's



merchants (i.e., all fees charged minus pass through fees that must be paid to the card issuers and card networks) must exceed \$125,000.

27. The third goal is that the agent must attain a “Quality Score” of 4.2 out of a possible 5.0. While the first two goals impacted the inside sales agent’s commission revenue, this third goal did not. An agent’s Quality Score is calculated by an employee named Susan King based on her review of two sales calls made by inside agents to prospective merchants in a given month. These calls were chosen at random.

28. Ms. King would listen to a call and rate it on a scale of 1.0 (poor) to 5.0 (excellent). Calls were *not* rated based on the accuracy of the sales agent’s communications to prospective merchants. Indeed, Ms. King has no background in how the payment processing industry actually works, fees are calculated, etc., so she has no foundation to know whether sales agents were misrepresenting facts to prospective customers. Instead, Ms. King calculated an agent’s Quality Score based on factors such as “being nice to the customer.” Thus, agents could omit key facts about fees or outright lie about terms, but so long as they were nice to the customer, they could receive high Quality Scores.

29. Once a month, Ms. King would have a “Call Listening Session” with inside sales agents where she played what she believed to be an exemplary sales call that achieved a 5.0 score. Often, these calls were characterized by agents making a sale by withholding key information from the customer. Inside sales agents joke about how the best way to maintain a high Quality Score is to omit pertinent information (thereby cheating the customer) but do so in a “nice” way.

30. High Quality Scores kept agents in the good graces of their superiors but did not directly affect commission income. Rather, an agent’s commission was calculated by a

combination of the first two goals, number of units sold and annual revenue, with the unit goal being far and away most important. Agents that sold the most units (often in excess of 40) were lauded by superiors on sales calls despite knowing full well that agents could not possibly make that many sales without taking short cuts.

31. Until 2017, sales agents attained “Master’s Club” status and were eligible for commission income if they met their 12-unit per month sales goal. If this goal was not met, agents were not eligible for any Master’s Club commission, regardless of whether they sold 11 units or were on pace to meet their annual revenue goal.

32. Agents that did meet the 12-unit goal were eligible for a commission bonus of \$115 per unit. But the amount of the commission depended on whether the agent was on pace to meet his or her annual revenue goal. For instance, if an agent sold 12 units and was at 80% or more of the annual revenue goal, he or she received the full \$115 per unit commission. However, if the agent was not on pace for at least 80% of the annual revenue goal, he or she received a commission of less than \$115 per unit, depending on the annual revenue status.

33. Thus, the most important factor for inside sales agents to earn Master’s Club commissions was to sign up as many new accounts as possible. Managers were constantly reminding inside sales agent teams of how many units they had sold in a given month and encouraging them to sell more. One former sales agent said: “management just wanted to get as many units coming in as possible, it didn’t matter if they were even profitable because they knew they were going to get screwed later on down the road.”

34. In 2017, Defendant modified its Master’s Club eligibility requirements. Defendant did so strictly for liability reasons in response to the Wells Fargo fake account scandal. Defendant was concerned that if it kept commission revenue inextricably tied to the

number of new accounts, it could face a similar lawsuit. One former agent said: “they told us the reason was that Wells Fargo was busted for aggressive sales and they wanted to make it look like we were not only going for units even though it was still all about the units.”

35. Defendant, however, made no effort to notify customers that had been signed up based on this program and it did not agree to waive termination fees for such merchants.

36. As a result of the Wells Fargo scandal, Defendant reduced the unit goal to 10 and allowed agents to make a very small amount of commission revenue even if they did not meet this goal and qualify for Master’s Club. However, this had little effect on agent activities because agents could not make a decent living without qualifying for Master’s Club.

37. The calls of inside sales agents are recorded and saved. However, these calls are not monitored by management for any reason other than the Quality Score inquiry, which does not account for deceptive sales tactics. The only way an inside sales agent could get caught lying about a fee or contract term on a recorded line is if the merchant discovered it had been duped and complained. Even in situations where this occurred, the agent was not reprimanded, rather the merchant was appeased by Defendant through refunds or allowing termination without penalty. Again, Defendant did not want to discourage agents from selling as many units as possible.

38. In addition to sales goals, Defendant fostered its culture of deception by providing new sales agents with inadequate training methods. The official “training” is only a week long and not very in depth. New agents are taken by management to a sporting event and are told how they can earn commission revenue.

39. However, before new agents are released to sell on their own, they “shadow” high earning sales agents for a period of six months. This is where the real training takes place. New

agents are taught that the only way to make any money is to sell more units and quickly learn the best deceitful tricks to do just that. This “shadow” training is the equivalent of going to prison and learning to become a better criminal.

40. Defendant also uses outside sales agents, who work primarily at PNC Bank branches to directly interact with potential customers. Outside sales agents will also travel to potential customers’ places of business. Outside sales agents are paid a higher base salary and commissions than inside sales agents and are subjected to similar goals and incentives as inside sales agents. However, because of their ongoing relationship with some customers, they also receive residual payments based on some of the ongoing fees Defendant charges on accounts that they signed up.

41. The calls of outside sales agents are not recorded. It is commonly known by Defendant’s officers and employees that outside sales agents can and often do say anything to close a deal. Inside sales agents often complain to management about outside agents “stealing” their sales.

**B. Agents Do Whatever Is Necessary to Close the Deal.**

42. The inadequate training and pressure to open accounts has led to a variety of reprehensible sales tactics, described below. These tactics are all well known to, and endorsed by, Defendant’s upper management, including but not limited to Dave Shorten, Norman Haug, and Patty McQuade.

43. Sales agents pitch the benefits of Defendant’s services with prospective merchants and discuss pricing. If merchants express any interest at all, the agents ask the customer to sign an “Application,” telling the customer it is a necessary step to determining whether it is eligible to do business with Defendant and that if the merchant is approved, the agent will be back in

touch to finalize the deal. This is a bold-faced lie because, once the merchant signs the “Application,” the deal has already been finalized. The “Application” is actually a binding contract and the merchant is stuck doing business with Defendant for a three-year term if it is approved (which virtually all merchants are).

44. Sales agents do not provide merchants with the fine print terms and conditions governing the parties’ relationship before an Application is signed, except on rare occasions. Most of these terms are memorialized in separate documents, including those known as “the Program Guide” and “the Interchange Qualification Matrix.” Combined, these documents often approach *150 pages in length*. A sample Program Guide and Interchange Qualification Matrix are attached hereto as Exhibits A and B.<sup>2</sup> These documents are contracts of adhesion drafted by Defendant and offered on a take it or leave it basis.

45. If merchants were provided these documents and told that Defendant considered them to be binding legal terms, merchants might be scared off because of the length, dense legal text, and use of industry jargon. For this reason, sales agents intentionally fail to provide these documents to prospective merchants. The agents know that the fine print of the Application contains a section indicating that the merchant acknowledges receipt of the documents, so even if the agent fails to provide them, the merchant has (falsely) affirmed that they received them and are stuck with their provisions. Thus, agents often enroll merchants in contracts without providing them the vast majority of terms that govern the contracts, all of which are, of course,

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<sup>2</sup> It is unknown if these versions are applicable to Plaintiffs’ accounts, as Plaintiffs do not have copies of these documents in their files. Defendant updates these documents periodically and thus several different versions are potentially relevant to this case. Discovery is needed to confirm the nature and materiality of differences among the various versions of the contractual documents.

ridiculously one-sided in Defendant's favor. One former agent commented: "I know no one on the inside team sent [the Program Guide] out."

46. Until recently, the standard contract called for a three-year term that was terminable only upon the payment of hefty penalties of up to \$900 (\$25 per month x the number of remaining months of the contract), one of the highest early termination fees in the industry. Agents were trained to avoid discussing this term and the fee at all costs. A former employee has stated: "I don't know any rep that comes out and discloses the early termination fee if it's not prodded out by the customer." Some representatives even affirmatively lied and said the deal is "cancelable at any time" to sell a unit. As a result of this fraud, many merchants, including Plaintiffs, were signed up thinking that they could terminate without penalty at any time.

47. In an August 2017 call with sales agents, as a further element of Defendant's effort to avoid a "Wells Fargo fake account scandal," Dave Shorten announced that Defendant was finally responding to the massive numbers of complaints from customers by removing the early termination fee from new customer contracts. Merchants previously enrolled, however, would continue to be subject to the fee. Since the filing of this lawsuit, Defendant has agreed – at least as a matter of internal policy – to allow existing customers to terminate as well without paying the termination fee. This change has not been effectively communicated to customers and many staffers continue to hide this information from customers. For example, in August of 2018, Defendant's representatives told Choi's LLC that if it desires to terminate it will have to pay a fee. This was long after the new policy was purportedly adopted.

48. Sales agents also knew full well that merchants would pay "junk fees" and markups that were not negotiated and are not described in their Applications. They were trained

to omit discussion of the fine print term that Defendant may raise fees for any reason, even in some cases affirmatively misrepresenting that all fees are “locked” for a period of time.

49. By way of example only, the Application indicates that Defendant “reserves the right” to assess a “reasonable” “annual fee” to defray certain costs. Defendant worded the Application this way because it knew merchants would rarely agree to do business if they knew they would definitely be charged a large fee (typically \$109.95 per year). Thus, Defendant used this language to lead merchants to believe such fee may not be charged and, regardless, would be limited to reasonable new expenses. Sales agents echoed this fact by telling customers “I can’t remember the last time we did that [assessed the fee]” despite knowing full well that the fee was constantly charged every year. Plaintiffs were victims of this scheme.

**C. Defendant Seeks to Cover Up Illicit Charges.**

50. After locking merchants into long term agreements, sales agents know that it will not be long before Defendant begins increasing their fees. Indeed, fee increases are a matter of routine practice.

51. Top management (Mr. Shorten, Ms. McQuade, and occasionally Mr. Haug) hold quarterly (and sometimes more frequent) calls with sales agents to press them to sell more units. During such calls, management often inform agents that “Quarterly Releases” (a/k/a “price releases” or just “releases”) are going to occur. These terms are Defendant-speak for fee increases on existing merchants, which are imposed whenever Defendant seeks to increase profits.

52. As a result of such unilateral increases, agents often received calls from angry merchants they had duped about the new fees. So Defendant designed a way to ward off such complaints before they occur.

53. After a merchant enrolls, Defendant's sales agents check a box on their computer screens to opt the merchant out of receiving statements through the mail or electronically. This is known as "suppressing" merchant statements. Plaintiff Abramoff was subjected to statement suppression at the outset of its relationship with Defendant.

54. No merchants are advised at the outset of the relationship that their statements are being suppressed, nor would merchants have any reason to agree to such a practice. Itemized merchant statements serve two important purposes. First, they disclose what fees are being charged by Defendant and thus enable merchants to discover whether they are being overcharged. Second, in order to be able to argue that customers have been given advance notice of new or increased fees, Defendant sometimes provides notices of new fees on the statements. Thus, if customers received the statements they could potentially figure out if and when Defendant was going to impose some of its fee increases.

55. Without detailed monthly statements, customers are forced to learn of the amounts taken by Defendant by consulting their PNC Bank checking account statements. These bank statements show amounts debited and credited by Defendant. No detail is provided so it is impossible for customers to know what specific rates and fees have been assessed, how much each rate and fee is, or whether it is related to a particular transaction. Defendant takes its fees directly from customer accounts on or about the first or second banking day of each calendar month. At this time, customers have not been sent any notice of what fees are being deducted. Even the few customers that receive detailed monthly statements will not receive their monthly statement until a few days later.

56. Occasionally, merchants complain and demand to be provided processing statements. However, rather than send a fully detailed itemized monthly statement, Defendant



provides a “summary” statement that is not itemized, and which does not enable merchants to see individual fees and charges necessary to allow them to discover overbilling.

57. Only if merchants persist are they provided with fully detailed, itemized statements. For the privilege of receiving such detail, Defendant often adds an additional monthly fee of \$6.99 for paper statements and \$4.99 for electronic statements. Thus, to determine whether Defendant is adhering to its contract, merchants have to pay a monthly fee. This is very unusual in the payments industry, where the sending of detailed monthly statements (whether by mail, email, or online) free-of-charge to all customers is the norm.

58. The statement suppression practice is intended to, and does, keep merchants in the dark concerning Defendant’s overcharges and reduce complaints. Indeed, according to management, only a very small percentage of Defendant’s customer base complains about fee increases.

59. Customers that do realize they have been overcharged typically contact their initial sales agent first. Agents were told to refer all such callers to the 1-800 customer service line. The most unscrupulous agents would ignore the calls completely. Some agents who knew they had cheated customers, however, did make “special requests” to management for refunds.

60. In the 2015-16 timeframe, management stressed to agents that they were authorizing far too many refunds and the company was losing too much revenue. So management instructed agents to stop issuing refunds altogether and refer all customer complaints to the customer service department which, for all but the most diligent customers, is a bureaucratic dead end. Customer service employees were well trained to avoid giving refunds.

61. Customers that were not satisfied with customer service’s response would often demand to terminate. Defendant would instruct them to send a letter requesting termination

without telling them that an early termination fee would be seized from their checking account for the privilege of terminating. Only after the merchant called to question the fee would Defendant indicate that it was enforcing the early termination penalty in its contract (which, of course, most merchants do not know exists).

62. Small business owners have posted innumerable independent reports of Defendant's practices, many of which are similar to Plaintiffs' grievances. For example, one business posted this in September 2016:

When I opened my law office I searched for credit card processors. I located PNC and decided to use them because I was informed there would not be a mandatory monthly fee assessed but only transaction costs when the credit cards were used for payment. Several months after I paid \$500 for the credit card processing machine I get a letter stating that a \$19.50 monthly fee will be assessed beginning in October of 2016. By the letter, the company has unilaterally modified the contract and disadvantaged me by making me incur a fee that I did not expect and was told would not occur. I did receive a credit when I initially paid the \$500. I indicated that I had no idea of predicting the gross sales when I signed up for the credit card processing agreement but was told the numbers would not matter. I have requested a refund given the deceitful nature of how PNC Merchant Services treated me and their decision to unilaterally assess a monthly fee on my account.

Another merchant posted this in July 2016:

We have NEVER actually begun using Merchant Services. But our aggressive sales rep pushed us into getting the whole thing set up (and signing a contract) so we'd be ready when our business was at the point we were going to start accepting credit card payments. We were under the impression the contract wasn't in force until we actually activated the merchant services - but they have been charging us close to \$50 a month with all the fees. When we tried to stop it we were treated coldly by their people on the phone and the issue was never resolved. Now, we found someone finally who wants to help but he's advised us to keep paying \$15 a month or face more hefty fees. They've been basically stealing our money for a service we have never even used. Very disappointing.

And another from 2015:

My company is extremely dissatisfied with PNC Merchant Services. We are unable to close the account with this service due to a 3 year contract. My company is charged many additional fees to the \$17.00 per month, and each time we have to call to find out the reason for the fee. At the end of 2014 we were

charged just over \$100 labeled as a financial adjustment fee. When I spoke with a customer service agent and asked what it was for, the individual admitted that it was a new charge not on my original contract, but that there was a message about this new charge on an online statement. Since I have never had access to any online statements where I may have seen information concerning this new charge, I insisted this charge be reimbursed. They were able to reimburse the financial adjustment fee after some convincing, but we are going to continue to receive these fees at the end of the year, along with many more. I would not recommend PNC Merchant Services to anyone, and I do not believe that this PNC service acts ethically in charging additional fees outside of a contract. Especially because it is a 3 year contract! If they choose to add additional fees and charges to their services, contract holders in contract prior to the invention of new fees should be grandfathered in, or be exempt from new fees not on the original contract, until the original contract time is up.

These are but a few examples. Such complaints span several years and are included on numerous small business websites and social media.

63. Defendant engages in systematic practices of overcharging customers, in violation of both the spirit and letter of the contract, and in contravention of the promises Defendant made to induce customers to enroll in Defendant's services. This case challenges the nature and amount of the overcharges Defendant imposes as well as the termination penalty Defendant seizes from merchants' bank accounts.

**D. Defendant Buries Absurd, Unfair, Exculpatory Provisions in the Fine Print of the Program Guide.**

64. Even if Defendant had provided copies of its Program Guide, Interchange Qualification Matrix, and whatever other contract documents it contends govern merchant accounts, Defendant goes to great lengths to bury critical and unfair contractual provisions in the fine print.

65. For example, the form Application does not indicate that (a) the various agreed-upon fees and rates will increase (nor would increases be expected since technology and

competition have actually driven down costs for payment processing) or (b) that new, undisclosed fees and rates will be charged.

66. Instead of conspicuously setting forth such critical provisions in the Application, Defendant buries these exculpatory clauses in the separate, fine print Program Guide – a boilerplate, non-negotiable document. *E.g.*, Sample Program Guide, p. 2 (“We will not accept any alterations or strike-outs to the Agreement and, if made, any such alterations or strike-outs shall not apply”).

67. Several terms in the Program Guide represent a unilateral effort by Defendant to (a) covertly backtrack from the rates and fees prominently set forth in the Application and (b) immunize itself from liability for improper practices.

68. For example, the Program Guide purports to give Defendant unfettered discretion “to increase our fees or add new fees for Services for any other reason at any time, by notifying you thirty (30) days prior to the effective date of any such change or addition.” *Id.* at § 11.5.

69. By way of additional examples, the Program Guide purports to (a) limit the total amount of Defendant’s liability to \$50,000 or twelve months of fees, whichever is less (*id.* at § 13.4) and (b) waive the merchants’ right to a trial by jury (*id.* at § 31.3).

70. Defendant uses these provisions, as well as the hefty early termination fee (*id.* at Part IV, § A(3)), as tools to discourage aggrieved merchants from terminating their relationships with Defendant or pursuing legal action for overcharges.

71. Several of the provisions highlighted above, and others, violate public policy, lack mutuality, are illusory, unduly exculpatory, and unconscionable, and are otherwise void and unenforceable pursuant to applicable New York law.

72. Buried deep in the fine print of the sample version of the Program Guide attached hereto as Exhibit B is the following provision:

11.10 You agree to promptly and carefully review your merchant statements or other documents provided or made available to you (physically, electronically, or otherwise provided by Us or others) reflecting Card transaction activity, including, activity in your Settlement Account. If you believe any adjustments should be made with respect to your Settlement Account, you must notify us in writing within sixty (60) days after any debit or credit is, or should have been effected or such shorter period as provided in the terms and conditions that govern such account. If you notify us after sixty (60) days, we shall have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

73. Defendant claims this provision required Plaintiffs to provide written notice of any overcharges within 60 days of the overcharge.

74. However, as a preliminary matter, there is no indication that this provision is applicable to each Plaintiff. As previously noted, the Program Guide attached hereto is but one of several versions. These provisions may not appear in the Program Guide that is actually applicable to Plaintiffs' accounts, if any.

75. Even if Section 11.10 (or an equivalent provision) governs, because Plaintiffs were fraudulently induced to enter a contractual relationship with Defendant, the contract is subject to rescission and such provisions are not enforceable.

76. Section 11.10 also assumes itemized merchant statements that enable merchants to break down their fees and charges are made available to merchants for review. But Defendant suppresses such statements and only provides them to a select few merchants that vigorously and repeatedly demand to see them. All merchants like Plaintiff Abramoff whose statements were suppressed by Defendant, or who received summary statements as described above and below, were not on notice that adjustments were necessary, such that they could have possibly given

timely written notice. Defendants' suppression of statements was done to curb merchant complaints and prevent them from fulfilling their purported duties under Section 11.10 and like provisions.

77. Moreover, despite purporting to require written complaints to preserve the right to challenge fees, Defendant's corporate practice was to instruct merchants to make *telephonic* complaints to its customer service department. Indeed, for the limited number of merchants whose statements were not suppressed, Merchant Services included language on the statements that directed merchants to "contact our Customer Help Desk at 1-800-742-5030" if "we can answer any questions regarding the fee or your merchant account." Thus, despite knowing full well that language buried deep in its own boilerplate contract purports to require complaints to be lodged in writing, month after month Defendant nonetheless consistently directed customers to lodge complaints telephonically, which Plaintiffs did repeatedly. Defendant may have taken such actions to frustrate customers' performance under Section 11.10 and like provisions but, because it was authorized to change the contract under some circumstances, such notices should be deemed to constitute a change in the complaint procedure. Defendant knowingly and voluntarily modified or waived the contractual notice requirements.

78. Despite the actions taken by Defendant to frustrate performance of the written notice requirement, Plaintiffs nonetheless managed to provide written notice to Defendant within 60 days of improper fees.

79. In addition to their earlier written complaints – which included repeated emails and complaints to governmental authorities that were forwarded to Defendant – Abramoff and Choi's LLC are hereby lodging timely written disputes of improper fees imposed within the 60 days prior to this Class Action Complaint. Both Plaintiffs are current customers.

80. Plaintiffs also accepted Defendant's offer or amendment to accept complaints and refund requests via telephone and called Defendant on numerous occasions to complain about the fees they were being assessed.

81. Thus, even if Section 11.10 is an applicable and enforceable condition precedent, Plaintiffs have provided Defendant with timely, proper notice of their grievances in compliance with Section 11.10 and like provisions.

### **INDIVIDUAL FACTUAL ALLEGATIONS**

82. Plaintiffs are current payment processing customers of Defendant.

#### **A. Abramoff Law Offices.**

83. In or about 2014, Abramoff principal Bonnie Abramoff Schmalzer directed her legal assistant to call her local PNC Bank branch to inquire about credit card processing since Abramoff had been a business banking customer of PNC Bank for more than a decade. Her assistant was transferred four times until she was finally put in touch with one of Defendant's sales agents who described the details of credit card services, which she detailed in a memorandum. She also provided the agent with an email address where written communications could be sent.

84. Ms. Schmalzer subsequently asked the agent to put the terms in writing so she could review and confirm. The agent then sent a draft Merchant Processing Application to sign.

85. After reviewing the draft Application, Ms. Schmalzer contacted the sales agent directly for further discussion of the terms of service and took notes while she was talking to the agent. Ms. Schmalzer immediately noted some errors on the Application, including that assumptions the agent had made regarding her anticipated volume and usage were incorrect. She

asked for these errors to be corrected. The agent indicated that no correction was necessary to this data but he did correct the application as to customer tax information.

86. Ms. Schmalzer also expressed concern that the Application was difficult to understand. The agent explained that if Abramoff enrolled in services with PNC, it would pay a rate of 1.39% for MasterCard, Visa, and Discover transactions plus an assessment fee of .11% for a total rate of 1.5% for all swiped transactions. Ms. Schmalzer was also informed that if a transaction had to be keyed in, as opposed to swiped, an additional .6% would be charged, for a total rate of 2.1% and that debit card transactions would be a “35 cent flat fee.” Ms. Schmalzer was also told that “none of the other fees on the fee transaction charts will come up for [her].” The agent further confirmed for her that there were no start-up or billed fees, as indicated on the form.

87. Eventually, a corrected Application was prepared and sent to Ms. Schmalzer. *See* Abramoff Application. This Application appeared to comport with Ms. Schmalzer’s conversations with the sales agent. The Visa, MasterCard, and Discover rate is listed at 1.39%, the additional .6% “non-qualified surcharge fee” is noted, as is the .11% assessment fee. There were other additional fees noted but Ms. Schmalzer assumed the agent was telling the truth when he told her “none of the other fees on the service fee transaction charts will come up for [her].” She saw that the Application contained her email address at which her statements were to be sent.

88. On or about August 15, 2014, Ms. Schmalzer digitally signed the Application. *See* Abramoff Application (Exh. C). She began to process transactions through Defendant after she received the terminal that she had leased through Defendant under the terms they required.



89. After Abramoff's account was opened, it did not receive any monthly statements from Defendant. However, the lump sum amounts being deducted from Abramoff's bank account by Defendant were not obviously excessive, so Abramoff assumed Defendant was operating pursuant to the contract. The debits taken from Abramoff's account were labeled in such a fashion to make it seem as though they were legitimate (e.g., "PNC MERCHANT FINCL ADJ" of \$109.95). Since commencing service, Abramoff received several letters by mail from Defendant reporting nominal adjustments for rates and fees and falsely assumed these were the only changes to the charges for her transactions.

90. Abramoff was a victim of Defendant's practice of opting merchants out of receiving monthly statements to prevent them from ever receiving statement notices or understanding the nature of the fees being charged.

91. In November 2017, Ms. Schmalzer received a "courtesy call" from Defendant to see if she was satisfied with the services she was receiving. Ms. Schmalzer responded that she really had no way of knowing if Defendant was charging her correctly because she never received any itemized statements. The caller said she could not help with this.

92. In late February 2018, Abramoff contacted Defendant's customer service department to inquire as to why it had never received an itemized monthly statement. Abramoff was advised that the agent who enrolled it had opted it out of receiving statements and that the only way to see statements was to access them online. The customer service representative explained that if Abramoff wanted mailed or emailed statements sent, it would have to pay a \$6.99 or \$4.99 monthly fee, respectively.

93. After much effort, including meeting with a PNC branch manager and a PNC Merchant Services Account Executive in person and working by phone with merchant services

personnel, Abramoff was finally able to get access to all itemized monthly statements online and was assured that she would receive monthly statements by email going forward. The statements revealed multiple instances of overcharges and multiple increases in rates.

94. Most notably, in September 2015, September 2016, September 2017, and most recently in September 2018, Abramoff was charged a \$109.95 annual fee. *E.g.*, September 2018 Statement (Exh. D hereto). This fee is not identified in the Application as a fee Abramoff would pay, nor was it mentioned in the initial sales pitch.

95. Even if Abramoff's statements had not been suppressed, PNC hides the fee in the dense text of the monthly statement. Rather than label the annual fee as a "fee" like every other fee charged and disclose it in the section of the statement marked "FEES," Merchant Services labels it as an "adjustment" and discloses it in the section marked "ADJUSTMENTS." *Id.* at 2.

96. According to the statement, the "ADJUSTMENTS" section reflects "[t]he amounts credited to, or deducted from, your account to resolve processing and billing discrepancies." *Id.* The annual fee in no way meets these criteria. Rather, the annual fee is clearly a fee and belongs in the "FEES" section, which discloses "fixed amounts charged for specific processing services." *Id.* The nature of this improper fee was also fraudulently depicted on the PNC Bank statements of Abramoff as a "FINCL ADJ."

97. By hiding the annual fee in the inapposite "ADJUSTMENTS" section, Merchant Services is able to distract the attention of merchants that are focused on the fees they are being charged. This tactic minimizes complaints, demands for refunds, regulatory oversight, and legal challenges.

98. Although Defendant reserved for itself discretion to add "a reasonable [annual] fee to defray the cost of necessary systems technology upgrades, communication requirements

and reporting,” the agent told Abramoff such fees “would not come up for [her].” This did not conflict with the Application, which indicates the fee is discretionary.

99. Although PNC has charged the annual fee to all merchants for years and knows full well at the time a merchant enters into an agreement that its systems are programmed to charge this fee, Merchant Services nevertheless intentionally words the Agreement to make it seem as though the annual fee may not be assessed. This language gives agents wiggle room to lie to prospective merchants and tell them that the fee “would not come up for you.”

100. Moreover, the \$109.95 annual fees charged are neither “reasonable” nor were they needed to defray “necessary” costs. Abramoff Application, p. 3. Rather, they were imposed as a planned “release” strictly to pad Defendant’s bottom line at Abramoff’s expense. That the amount charged has been the same for years shows the fees are not dependent on changing costs or requirements, as such factors are not uniform on a year-to-year basis.

101. This fee results in annual proceeds of over \$15,000,000 for Defendant. Since First Data, not Defendant, handles all back-office processing for Merchant Services, and the same systems are shared by hundreds of other companies – such as Bank of America Merchant Services and Wells Fargo Merchant Services – there are no actual “necessary costs” that would allow Defendant to charge this fee. In fact, no costs are being defrayed – as is required by the contract – but rather the proceeds from the annual fee travel straight to Defendant’s bottom line.

102. Additionally, the Application indicates that annual fees, if they were to be assessed, would only be assessed “with at least 30 days advance written notice.” Abramoff Application, p. 3. The annual fees charged to Abramoff were not assessed “with at least 30 days advance written notice.”

103. For instance, Defendant purported to notify Abramoff on its August 2018 card processing statement that an annual fee would be assessed “on or after September 1, 2018.” *See* August 2018 Statement (Exh. E hereto). The August 2018 statement was not made available to Abramoff until September 6, 2018, yet the fee was assessed on September 22. *See* September 2018 Statement, p. 2.

104. Even if one looks at the date Merchant Services removed the fee from Abramoff’s account, as opposed to the date Merchant Services assessed the fee, 30 days advance notice was *still* not provided, as the fee came out of Abramoff’s account on October 2, 2018 (i.e., less than 30 days after the statement was made available to Abramoff on September 6, 2018). The same type of untimely advance written notice occurred on the annual fees charged to Abramoff in 2015, 2016, and 2017.

105. In addition to the improper annual fees, on its August 2018 statement, which was not received until September 6, 2018, Defendant assessed the following fees on Abramoff:

JUL BB080-TRANSACTION CLEARED AT SIGNATURE PEREFERRED CP VI 1	\$1.19
JUL BB091-INVALID POS ENTRY MODE FOR PROGRAM MC 1	\$34.34
JUL BB190-TRANSACTION CLEARED AT REWARDS 2 SIG VI 1	\$15.60
JUL BB182-TRAN CLEARED AT CPS CARD NOT PRESENT DEBIT/PR VI 1	\$34.37

106. Abramoff has no idea what these entries even mean. They are not tied to any specific credit card transactions nor is there any explanation as to how these charges were calculated, which prevented Abramoff from ascertaining exactly what they are for. They are certainly not consistent with any of the charges on Abramoff’s Application, nor was Abramoff provided with any notification that these fees were being added to its account. All such fees violate Defendants’ contracts with customers.

**B. Choi's Beer Shop, LLC.**

107. Choi's LLC signed up for card processing services through Defendant in July 2017.

108. Before enrolling, Choi's LLC put the sales agent Rodrigo Jimenez on notice that it did not want to bound to a long-term deal. Indeed, when Mr. Jimenez tried to get Choi's LLC to enroll in a lengthy non-cancellable lease with First Data for a terminal, Choi's LLC decided to buy the terminal just so it would not be locked into a long-term deal.

109. Despite knowing Choi's LLC did not want to be bound to a long-term deal, Mr. Jimenez signed Choi's LLC up to a three-year term with a hefty early termination penalty without telling Choi's LLC about the term. Notably, this was less than one month before Defendant decided to stop the practice of binding merchants to long-term deals altogether.

110. Nor could Choi's LLC reasonably discern the existence of such a term before entering a relationship with Defendant. After agreeing upon the rates to be charged, Mr. Jimenez presented Choi's LLC with a tablet and asked for a signature. It was only after Choi's LLC signed the tablet and began doing business with Defendant that it learned about the term and the dozens of pages of fine print contractual terms, which were never presented before Choi's LLC signed.

111. After enrolling, Choi's LLC actually received statements from Defendant and reviewed them monthly. It often encountered fees it did not understand and made repeated calls to Defendant's customer service department to try to understand the fees and obtain refunds of those it thought to be improper.

112. Occasionally, Choi's LLC would obtain some relief from customer service but usually it was a dead end. The responsiveness of Defendant's customer service was so poor that

Choi's LLC felt it had no choice but to lodge a complaint with the Office of the Comptroller of Currency, which it did. The case was assigned Case Number 3172018. This complaint was forward to Merchant Services which issued a response.

113. Nevertheless, Defendant has continued to impose unauthorized charges on Choi's LLC. Most notably, in September 2018, Choi's LLC was charged a \$109.95 annual fee, which was buried in the "ADJUSTMENTS" section of its statement. According to the Application, such fee would only be charged "to defray the cost of necessary systems technology upgrades, communication requirements and reporting." The nature of this improper fee was also fraudulently depicted on the PNC Bank statements of Choi's LLC in an attempt by Defendant to deflect attention and avoid complaints, refunds, and regulatory oversight.

114. As described above with regard to Abramoff, the \$109.95 fee charged to Choi's LLC was not needed to defray "necessary" costs. Choi's LLC Application, p. 3 (Exh. F hereto). Rather, it was imposed as a planned "release" strictly to pad Defendant's bottom line at Choi's LLC's expense.

115. Additionally, the Application indicates that annual fees, if they were to be assessed, would only be assessed "with at least 30 days advance written notice." Application, p. 3. The annual fee charged to Choi's LLC was not assessed "with at least 30 days advance written notice."

116. Defendant purported to notify Choi's LLC on its August 2018 card processing statement that an annual fee would be assessed "on or after September 1, 2018." *See* August 2018 Statement (Exh. G hereto). The August 2018 statement was not made available to Choi's until September 4, 2018, yet the \$109.95 fee was assessed on September 22. *See* September 2018 Statement, p. 2 (Exh. H hereto).

117. Even if one looks at the date Merchant Services deducted the fee from Choi's PNC Bank account, as opposed to the date Merchant Services assessed the fee, 30 days advance notice was *still* not provided, as the fee came out of Choi's LLC's account on October 2, 2018 (i.e., less than 30 days after the statement was made available to Choi's LLC on September 4, 2018).

118. As a consequence of Defendant's fraudulent, unfair, and improper policies and practices, Plaintiffs and the members of the proposed classes have been wrongfully forced to pay unauthorized fees and charges, including as set forth herein. Defendant has improperly deprived Plaintiffs and those similarly situated of significant funds, causing ascertainable monetary losses and damages.

119. The improper fees and charges described herein are illustrative only and are not intended to provide a full listing of the improper fees paid by Plaintiffs or the members of the proposed classes. Indeed, as previously noted, Defendant never sent certain customers monthly statements and the monthly statements it did send did not contain sufficient information, thus making it impossible for Plaintiffs to discover the nature and amount of all overcharges.

120. After initial discovery, Plaintiffs will be in a position to detail all overcharges.

### **CLASS ALLEGATIONS**

121. Plaintiffs bring this action on behalf of themselves and all others similarly situated.

122. The classes are preliminarily defined as:

All United States customers of PNC Merchant Services that were assessed an annual fee (the "Annual Fee Class").

All United States customers of PNC Merchant Services that were assessed a non-pass through monthly fee that is not identified in the service fee schedule of their contract (the "New Monthly Fee Class")

123. Plaintiffs reserve the right to modify or amend the definitions of the proposed Classes before the Court determines whether certification is appropriate and as the Court may otherwise allow. It is very likely that additional classes or subclasses will be appropriate.

124. Excluded from the Classes are Defendant, its parents, subsidiaries, affiliates, officers, and directors, any entity in which Defendant has a controlling interest, all customers who make a timely election to be excluded, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

125. The time period for the Classes are the number of years immediately preceding the date on which the Complaint in *Healing for the Abused Woman Ministries, et al. v. PNC Merchant Services Co., L.P.*, Civil Action File No. 1:17-cv-06255-NGG-CLP (E.D.N.Y.), was filed as allowed by the applicable statute of limitations, going forward into the future until such time as Defendant remedies the conduct complained of herein. All of Defendant's contracts mandate that New York law be applied. New York imposes a six-year statute of limitations on breach of contract actions.

126. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can meet all the applicable requirements of Federal Rule of Civil Procedure 23 and can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

127. **Numerosity.** The members of the Classes are so numerous that individual joinder of all the members is impracticable. There are over 100,000 merchants that have been damaged by Defendant's wrongful conduct as alleged herein. The precise number of Class members and their addresses is presently unknown to Plaintiffs but can readily be ascertained from Defendant's books and records. Class members may be notified of the pendency of this action



by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, and/or published notice.

128. **Commonality and Predominance.** Numerous common questions of law and fact exist as to the claims of Plaintiffs and the other Class members. Such questions include, but are not limited to:

(a). Whether Defendant acted and continues to act fraudulently in inducing merchants to contract with Defendant;

(b). Whether Defendant acted and continues to violate its contract with merchants by assessing improper fees;

(c). Whether, to the extent Defendant's overcharges do not violate express provisions of the merchant agreement, they violate the covenant of good faith and fair dealing;

(d). Whether Defendant is liable to Plaintiffs and the other Class members for imposing improper fees on merchants for Defendant's own benefit;

(e). Whether certain contractual provisions in Defendant's form merchant agreements are invalid exculpatory clauses, violate public policy, lack mutuality, are illusory, are procedurally and substantively unconscionable, and are otherwise void and unenforceable;

(f). The proper method or methods by which to measure damages and/or restitution; and

(g). Whether Defendant should be enjoined from engaging in any or all of the improper practices complained of herein.

129. Defendant has engaged in a common course of conduct toward Plaintiffs and the other Class members. The common issues arising from this conduct that affect Plaintiffs and the

other Class members predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

130. **Typicality.** Plaintiffs' claims are typical of the other Class members' claims because, among other things, all of the claims arise out of a common course of conduct and assert the same legal theories. Further, Plaintiffs and the members of the Classes were comparably injured through the uniform misconduct described above.

131. **Adequacy of Representation.** Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other Class members; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. Class members' interests will be fairly and adequately protected by Plaintiffs and their counsel.

132. **Declaratory and Injunctive Relief.** Defendant has acted or refused to act on grounds generally applicable to Plaintiffs and the other Class members, thereby making appropriate final injunctive and declaratory relief, as described below. Specifically, Defendant continues to knowingly overbill the Classes and utilize unenforceable contractual provisions in order to block the Class members from seeking legal relief. Class-wide declaratory and/or injunctive relief is appropriate to put an end to these illicit practices.

133. **Superiority.** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and each of the other Class members are small compared to the burden and expense that would be required to individually litigate their claims against Defendant, thus rendering it impracticable for Class members to individually seek redress for Defendant's

wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

**COUNT ONE**  
**Breach of Contract and Breach of the**  
**Covenant of Good Faith and Fair Dealing**

134. Plaintiffs repeat paragraphs 1 through 133 above.

135. Plaintiffs and the Class members each entered into form contracts with Defendant.

136. The actions taken by Defendant have materially violated the specific terms of these form contracts, such as by:

(a). charging annual fees that are unreasonable and/or greater than necessary to “defray the cost of necessary systems technology upgrades, communication requirements and reporting”;

(b). charging annual fees without providing proper advance notice; and

(c). charging additional fees that were not specified in the Application, violated the conditions placed on such fees by the Application or were specified in lesser amounts in the Application, and without providing required advance notice.

137. Further, through its conduct alleged herein, Defendant has separately breached its form contracts with Plaintiffs and the Class members by exercising the discretion afforded by its contracts [including Sections 11.4 and 11.5 of the Program Guide (or equivalent provisions)] to raise fees or add new fees, such as annual fees in violation of the covenant of good faith and fair dealing.

138. Defendant's post-contract discretionary fee manipulations far exceed what Plaintiffs and the Class members reasonably expected and were led by Defendant and its agents to expect. This conduct by Defendant was arbitrary and in bad faith.

139. The good faith and fair dealing claim is brought in the alternative to Plaintiffs' direct breach of contract claims [¶¶ 136(a)-(c)]. Specifically, if Defendant is determined to have the contractual discretion to charge Plaintiffs different fees than those specified in the applications such that the complained of fees are not direct breaches, Defendant nonetheless breached the covenant of good faith and fair dealing by charging such fees.

140. Defendant's conduct described herein has had the effect, and the purpose, of denying Plaintiffs and the Class members the full fruits of their bargains with Defendant.

141. Plaintiffs and the Class members have performed all conditions precedent to suit and all, or substantially all, of the other obligations imposed on them under the contracts.

142. Defendant's breaches of contract have resulted in damages sustained by Plaintiffs and members of the Classes.

143. Defendant's anticipated attempts to defend its overcharging through reliance on fine print contractual provisions in the Program Guide and elsewhere will be without merit. Such provisions are either inapplicable or are unenforceable because they are void, illusory, lack mutuality, are invalid exculpatory clauses, violate public policy, are procedurally and substantively unconscionable, and are unenforceable in light of the hidden nature of Defendant's misconduct, among other reasons. These provisions do not excuse Defendant's breaches or otherwise preclude Plaintiffs and the Classes from recovering for such breaches.

144. Plaintiffs and the Class members have sustained damages as a result of Defendant's direct breaches of the contract and separate damages as a result of Defendant's breaches of the covenant of good faith and fair dealing.

**COUNT TWO**  
**Fraudulent Inducement**

145. Plaintiffs repeat paragraphs 1 through 133 above.

146. As alleged herein, Defendant concealed (and continues to conceal) its true fee practices, and intentionally and fraudulently induced Plaintiffs and the Class members to enter into contracts with Defendant through its material omissions and material affirmative promises of fee terms that Defendant never had any intention to honor.

147. Defendant knew that its pre-contract disclosures did not accurately reflect the prices and fees it would ultimately charge merchants, including Plaintiffs and the other Class members, at the time the terms were provided to such merchants.

148. For instance, at all relevant times, Defendant knew it would invariably impose an annual fee of \$109.95 on new merchants and eventually add monthly fees to new merchants that were not reflected in their Applications. Rather than make such intent known, Defendant used wishy-washy language in the Application and outright lies from sales agents to induce merchants into signing the contract.

149. Defendant also intentionally misled merchants into believing that they were binding themselves to a contract with a lengthy term and early termination penalty. As previously noted, it was the common practice of Defendant's agents to affirmatively misrepresent and/or conceal the existence of these key provisions from prospective merchants.

150. Defendant made the foregoing misrepresentations and omissions of present fact alleged herein to induce Plaintiffs and the other members of the Classes to rely on them.

151. Defendant's misrepresentations and omissions alleged herein were material, including in that they would be considered very important to merchants in deciding whether or not to do business with Defendant, and were known by Defendant at the time to be false and misleading.

152. Defendant's true pricing terms and model included additional unmentioned or obscured fees.

153. Prior to executing Applications and forming a contract with Defendant, Plaintiffs and the other Class members were deceived by Defendant with respect to its fee practices.

154. The nature and amounts of fees that would actually be charged, as represented by Defendant at the time of merchant enrollment (including in the in the Application), were material to and justifiably relied upon by Plaintiffs and the other Class members. Had Defendant accurately represented its true fee practices to Plaintiffs and the other Class members, and not misrepresented, obscured, and concealed them, Plaintiffs and the Class members would not have contracted with Defendant to receive payment processing services.

155. Accordingly, Plaintiffs and the other Class members were fraudulently induced to enter into contracts with Defendant.

156. Plaintiffs are entitled to seek damages and/or rescission of their contracts with Defendant, or other equitable relief, including restitution of funds Defendant took from them without permission.

157. Plaintiffs will make any necessary election of remedies at the appropriate juncture.

**COUNT THREE**  
**Unjust Enrichment**

158. Plaintiffs repeat paragraphs 1 through 133 above.

159. Plaintiffs and all Class members assert a common law claim for unjust enrichment. This count is brought only in the alternative and is contingent on relevant provisions of Defendant's form contracts with Plaintiffs and the Class members being deemed ineffective, inapplicable, void, or unenforceable as to one or more claims stated herein. In such scenario, unjust enrichment will dictate that Defendant disgorge its ill-gotten gains.

160. As alleged herein, Defendant was unjustly enriched at the expense of Plaintiffs and the other members of the Classes, who were grossly and inequitably overcharged by Defendant.

161. Plaintiffs and the other members of the Classes were unjustly deprived of money obtained by Defendant as a direct and proximate result of its undisclosed, deceptive, unfair, unscrupulous, and unconscionable fee and billing practices alleged herein, including through the assessment of fees that Defendant had no lawful right to collect.

162. It would be inequitable and unconscionable for Defendant to retain the profit, benefit, and other compensation obtained from Plaintiffs and the other members of the Classes as a result of its wrongful conduct alleged herein.

163. Plaintiffs and the other Class members are entitled to seek and do seek restitution from Merchant Services as well as an order from this Court requiring disgorgement of all profits, benefits, and other compensation obtained by Defendant by virtue of its wrongful conduct.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs and the proposed Classes demand a jury trial on all claims so triable and judgment as follows:

1. Certifying this case as a class action pursuant to Federal Rule 23;

2. Temporarily and permanently enjoining Defendant from continuing the improper business practices alleged herein;
3. Granting rescission of the contracts;
4. Declaring certain contractual provisions to be unenforceable and enjoining their enforcement;
5. Awarding restitution of all improper fees seized by Defendant from Plaintiffs and the members of the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;
6. Awarding actual, compensatory, general, nominal, punitive, and exemplary damages as allowed by law in an amount to be determined by a jury;
7. Awarding pre-judgment interest at the maximum rate permitted; and
8. Awarding such other relief as this Court deems just and proper.

DATED this 22nd day of October, 2018.

Respectfully submitted,

BY: WEBB, KLASE & LEMOND, LLC

/s/ E. Adam Webb

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**EXHIBIT**

**A**



# PNC MERCHANT SERVICES

## Merchant Processing Agreement Program Guide



## PREFACE

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,<sup>®</sup> MasterCard<sup>®</sup> and Discover<sup>®</sup> Credit and Debit Card payments. The Program Guide also includes provisions applicable to American Express<sup>®</sup> and Non-Bank Services. References to American Express in this Program Guide refer to the American Express OnePoint Program unless otherwise indicated. 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 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 strike-outs to the Agreement and, if made, any such alterations or strike-outs shall not apply. Please read 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 and Non-Bank Services are not provided to you by Bank, but are provided by Processor and/or third parties.**

**The provisions of this Agreement regarding Discover Card 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 DFS Services LLC ("**Discover**"), and American Express Company, Inc. ("**American Express**") are payment card networks that electronically exchange Sales Drafts and Chargebacks for Card sales and Credits. Sales Drafts are electronically transferred from banks (in the case of MasterCard and Visa transactions) or network acquirers (in the case of Discover transactions) that acquire them from merchants such as yourself (these banks 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 Drafts. 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 not be found in the Card Organization Rules.

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**PART III CONFIRMATION PAGE**

Please read the Merchant Processing Program Guide and Merchant Processing Application in their entirety. They describe the terms under which we will provide merchant processing Services to you.

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 commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 11 of the Card Processing Program Guide).
2. **We may debit your bank account (also referred to as your Settlement Account)** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons** why a Chargeback may occur. When Chargebacks occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks, see Section 10 of the Operating Procedures Guide, which will be sent to you when your account is approved, or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding**, you must notify us within 45 days of the date of the statement where the charge or funding appears for Card Processing or within thirty (30) days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 13 of the Merchant Processing Program Guide or Section 2.14 of the TeleCheck Services 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 16, Term; Events of Default and Section 17, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 2.1, 2.3.2, 2.3.9, 2.5 and 2.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the personal credit and financial information of the signer (even if the signer is executing this Agreement in his/her business capacity) and guarantors of the Agreement until all your obligations to us are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you may be responsible for the payment of early termination fees as set forth in Part IV, A3 under "Additional Fee Information" and Section 2.27 of the TeleCheck Services Agreement.
9. **The data collected as part of performing payment processing** or other transaction related services for you ("Transaction Data") can be used either by us, our processor or other third parties to develop products and services for you, other merchants, or third parties. This includes using and then de-identifying cardholder information, dates, transactions details and other Transaction Data to provide you with products or services as well as collecting and using Transaction Data which has been de-identified and aggregated with other merchants' transaction data to provide you, other merchants, and third parties with analytic products and services.

**10. Visa and MasterCard Disclosure**

**Visa and MasterCard Member Bank Information: PNC Bank, N.A..**

The Bank's mailing address is Two PNC Plaza, 620 Liberty 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 (signer) to the merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa, MasterCard and Discover Rules 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) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

**Print Client's Business Legal Name:** \_\_\_\_\_

By my signature on this Confirmation Page, I acknowledge that I have reviewed and agree to the terms of the complete Merchant Processing Application, Program Terms and Conditions consisting of 41 pages (including this Confirmation Page), Interchange Qualification Matrix, (Version IQM.MVDS.I4.1 or \_\_\_\_\_), and Interchange Schedule (collectively the "Agreement") all of which have been made available to me through the DocuSign™ Electronic Signature System and that a web link has been sent (or will be sent) to my e-mail indicated in the Merchant Processing Application which I can use to access and print or save a copy of each of these documents that constitute the Agreement. I acknowledge that I have executed the Agreement using an electronic signature process and that my signature reflects my agreement to be bound to the terms and conditions set forth in the Agreement. I further acknowledge that I have received a hard copy of the documents that constitute the Agreement. I understand that I should not sign this Confirmation Page unless and until I have reviewed each section of the Agreement to my satisfaction. I understand that no sales representative is authorized to make any verbal or written modification of the Agreement or this Confirmation Page.

**NO ALTERATIONS OR STRIKE-OUTS TO THE AGREEMENT WILL BE ACCEPTED.**

**Client's Business Principal or Authorized Officer:**

**Signature** (Please sign below):

**X** \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please Print Name of Signer \_\_\_\_\_



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7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the personal credit and financial information of the signer (even if the signer is executing this Agreement in his/her business capacity) and guarantors of the Agreement until all your obligations to us are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you may be responsible for the payment of early termination fees as set forth in Part IV, A3 under "Additional Fee Information" and Section 2.27 of the TeleCheck Services Agreement.
9. **The data collected as part of performing payment processing** or other transaction related services for you ("Transaction Data") can be used either by us, our processor or other third parties to develop products and services for you, other merchants, or third parties. This includes using and then de-identifying cardholder information, dates, transactions details and other Transaction Data to provide you with products or services as well as collecting and using Transaction Data which has been de-identified and aggregated with other merchants' transaction data to provide you, other merchants, and third parties with analytic products and services.

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- 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) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: \_\_\_\_\_

By my signature on this Confirmation Page, I acknowledge that I have reviewed and agree to the terms of the complete Merchant Processing Application, Program Terms and Conditions consisting of 41 pages (including this Confirmation Page), Interchange Qualification Matrix, (Version IQM.MVD.S14.1 or \_\_\_\_\_), and Interchange Schedule (collectively the "Agreement") all of which have been made available to me through the DocuSign™ Electronic Signature System and that a web link has been sent (or will be sent) to my e-mail indicated in the Merchant Processing Application which I can use to access and print or save a copy of each of these documents that constitute the Agreement. I acknowledge that I have executed the Agreement using an electronic signature process and that my signature reflects my agreement to be bound to the terms and conditions set forth in the Agreement. I further acknowledge that I have received a hard copy of the documents that constitute the Agreement. I understand that I should not sign this Confirmation Page unless and until I have reviewed each section of the Agreement to my satisfaction. I understand that no sales representative is authorized to make any verbal or written modification of the Agreement or this Confirmation Page.

**NO ALTERATIONS OR STRIKE-OUTS TO THE AGREEMENT WILL BE ACCEPTED.**

**Client's Business Principal or Authorized Officer:**

**Signature** (Please sign below):

**X** \_\_\_\_\_

Title

Date

Please Print Name of Signer

## A. OPERATING PROCEDURES

This part of the Program Guide (through Section 6) describes the procedures and methods for submitting Credit Card transactions for payment, obtaining authorizations, responding to Chargebacks and Media Retrieval Requests, and other aspects of the operations of our services.

PNC Merchant Services is a full-service financial transaction processor dedicated, among other processing services, to facilitating the passage of your Sales Drafts back to the thousands of institutions who issue the MasterCard®, Visa®, and Discover Cards carried by your customers, as well as to the independent Card Issuers of American Express®. The Operating Procedures contained in this part seek to provide you with the principles for a sound Card program; however, you should consult the Card Organization Rules for complete information to ensure full compliance. The Operating Procedures contained in this part are designed to help you decrease your Chargeback liability and train your employees. (In the event we provide authorization, processing or settlement of transactions involving Cards other than MasterCard, Visa and Discover, you should also consult those independent Issuers' proprietary rules and regulations.)

The requirements set forth in these Operating Procedures will apply unless prohibited by law. You are responsible for following any additional or conflicting requirements imposed by your state or local jurisdiction.

### I. MasterCard, Visa, Discover and American Express Acceptance

**I.1. Certain Rules and Requirements.** The following rules are requirements strictly enforced by Visa, MasterCard and Discover:

- Your minimum Credit Card acceptance amount cannot exceed \$10.00. Such minimum amount must be established to all Credit Cards regardless of Card Issuer or Card brands. Unless you are a federal government entity or institution of higher learning, you may not establish a maximum amount as a condition for accepting a Card, except that for Discover transactions, you may limit the maximum amount a Discover Cardholder may spend if, and only if, you have not received a positive authorization response from the Issuer. Setting a minimum transaction amount limit for debit cards (PIN Debit or Non-PIN Debit) is still prohibited.

- You cannot impose a surcharge or fee for accepting a Debit Card.
- You cannot establish any special conditions for accepting a Card.
- You cannot require the Cardholder to supply any personal information (e.g., home or business phone number; home or business address including zip code; or driver's license number) unless instructed by the Authorization Center. The exception to this is for mail/ telephone/Internet order or delivery-required transactions, or as otherwise permitted by applicable law. Any information that is supplied by the Cardholder must not be in plain view when mailed.
- Any tax required to be collected must be included in the total transaction amount and not collected in cash.
- You cannot submit any transaction representing the refinance or transfer of an existing Cardholder obligation deemed uncollectible.
- You cannot accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. Issuer, to collect or refinance an existing debt. NOTE: Visa Consumer debit and Visa Business debit Card products including prepaid card type can be accepted to collect or refinance an existing debt.
- You cannot submit a transaction or sale that has been previously charged back.
- You must create a Sales Draft or Credit Draft for each Card transaction and deliver at least one copy of the Sales Draft or Credit Draft to the Cardholder.
- You cannot submit a transaction or sale to cover a dishonored check.
- If you accept Card checks, your Card check acceptance policy must treat the acceptance of checks from all payment card brands that you accept equally (e.g., if you accept MasterCard, Visa and Discover Network, your check acceptance policy must treat checks for all three payment card brands equally). You should handle these Card checks like any other personal check drawn upon a bank in the United States.
- Failure to comply with any of the Card Organization Rules may result in fines or penalties.

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

- You may direct customers to a particular brand or type of general purpose card or a particular form of payment. U.S. Merchants may also encourage customers who initially present a Visa Card to use a payment card with a different network brand, a different type of payment card or a different form of payment.
- You may provide a discount/incentive for a consumer to pay with cash, check, Credit 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 not to accept either U.S. issued Debit Cards or U.S. issued Credit Cards under the terms described in Section 1.9.

- You may offer a discount or rebate, including an immediate discount or rebate at the point of sale;
- You may offer a free or discounted product, service or enhanced service;
- You may offer an incentive, encouragement, or benefit;
- You may express a preference for the use of a particular brand or type of general purpose card or a particular form of payment;
- You may promote a particular brand or type of general purpose card or a particular form or forms of payment through posted information, through the size, prominence, or sequencing of payment choices, or through other communications to a customer;
- You may assess a surcharge not to exceed the maximum fee amount in effect applicable to credit card products only (debit card products are excluded) when you register with your acquirer thirty (30) days in advance and you disclose your surcharge practices to your customers. For additional details including the maximum surcharge fee amount in effect and sample customer disclosure, please visit [www.visa.com/merchantsurcharging](http://www.visa.com/merchantsurcharging) and [www.mastercardmerchant.com](http://www.mastercardmerchant.com).
- You may communicate to a customer the reasonably estimated or actual costs incurred by the merchant when a customer uses a particular brand or type of general purpose card or a particular form of payment or the relative costs of using different brands or types of general purpose cards or different forms of payment. Visa Consumer and Visa Business Debit Card products including prepaid Card type can be accepted to collect or refinance and existing debit; or
- You may engage in any other practices substantially equivalent to the above.
- You will inform the Cardholder that you are responsible for the Card transaction including your goods and services and for related customer service, dispute resolution and performance of the terms and conditions of the transaction.

**I.2. Card Acceptance.** If you have indicated either in the Merchant Processing Application or by registering with us at least thirty (30) days in advance that, as between Non-PIN Debit Card transactions and Credit Card transactions, you will limit your acceptance to either (i) only accept Non-PIN Debit transactions; or (ii) only accept Credit Card transactions, then the following terms in this Section 1.2 will apply:

**I.2.1.** You will be authorized to refuse to accept for payment either Non-PIN Debit Cards or Credit Cards that are issued within the United States. You will, however, continue to be obligated to accept all foreign issued Credit Card or Debit Cards issued by MasterCard, Visa or Discover so long as you accept any type of MasterCard Visa or Discover branded Card.

**I.2.2.** While many Debit Cards include markings indicating debit (such as "Visa Checkcard, Visa Buxx, Gift Card, DEBIT, or Mastermoney"), many Debit Cards may not include any such markings. It will be your responsibility to determine at the point of sale whether a Card is of a type that you have indicated that you will accept. You agree to institute appropriate systems and controls to limit your acceptance to the Card types indicated. You may purchase a table of ranges of numbers currently associated with Debit Card transactions upon execution of confidentiality/non-disclosure agreements required by the Card Organizations. You will be responsible for updating your systems to utilize such tables and to obtain updated tables. You must safeguard BIN information provided by us. If you share our provided BIN information with a third party to use on your behalf, you must require they safeguard it also and use it only for card type identification at the POS.

**I.2.3.** To the extent that you inadvertently or intentionally accept a transaction other than the type anticipated for your account, such transaction will downgrade to a higher cost interchange and you will be billed the difference in interchange (a Non-Qualified Interchange Fee), plus a Non-Qualified Surcharge (see Section 11.1 and Glossary).

**I.2.4.** Based upon your choice to accept only the Card types indicated in the Application, you must remove from your premises any existing signage indicating that you accept all Visa, MasterCard or Discover Cards and use approved specific signage reflecting your policy of accepting only Non-PIN Debit or Credit Cards.

**I.2.5.** Even if you elect not to accept Non-PIN Debit Card transactions as provided above, you may still accept PIN Debit Card transactions if you have signed up for PIN Debit Card Services. The terms in Section 21 shall apply to such services.

**I.2.6.** If a MasterCard Card is presented, you must use your best efforts, by reasonable and peaceful means to retain the Card while making an authorization request. In a face-to-face environment you must give a MasterCard Cardholder the option of a signature based transaction. Unless the Cardholder uses a PIN, the Cardholder must sign the transaction receipt.

**I.2.7.** MasterCard revised standards related to the use of Mobile POS ("MPOS") terminals. Merchants with less than \$100,000 in annual MasterCard transaction volume may use chip only MPOS terminals;

- That do not support magnetic stripe capture.
- That support either signature or No Cardholder Verification Method ("CVM").
- That may offer optional support PIN entry.



Merchants with less than \$100,000 in annual transactions may use MPOS terminals or Chip-only MPOS solutions that do not support electronic signature capture to complete a transaction without obtaining a CVM.

Please Note: Merchants with more than \$100,000 in annual transactions may use MPOS terminals if the MPOS terminal complies with MasterCard's requirements for POS terminals or hybrid POS terminals (if chip cards are accepted).

**1.3. Deposits of Principals.** Owners, partners, officers and employees of your business establishment, and the guarantors who signed the Application, are prohibited from submitting Sales Drafts or Credit Drafts transacted on their own personal Cards, other than transactions arising from bona fide purchases of goods or services in the ordinary course of your business. Such use in violation of this Section 1.3 is deemed a cash advance, and cash advances are prohibited.

**1.4. Cash Payments by and Cash Disbursements to Cardholders.** You must not accept any direct payments from Cardholders for Charges of merchandise or services which have been included on a Sales Draft; it is the right of the Issuer to receive such payments. You may not make any cash disbursements or cash advances to a Cardholder as part of a Card transaction unless you are a financial institution with express authorization in writing in advance from Servicers.

**1.5. Telecommunication Transactions.** Telecommunication Card Sales occur when a telephone service provider is paid directly using a Card for individual local or long-distance telephone calls. (NOTE: pre-paid telephone service cards are not and do not give rise to Telecommunication Card Sales). Prior to conducting Telecommunication transactions you must contact us for approval and further instructions, rules and requirements. Failure to do so could result in additional charges or termination of this Agreement.

## 2. Data Security

**THE FOLLOWING IS IMPORTANT INFORMATION REGARDING THE PROTECTION OF CARDHOLDER DATA. PLEASE REVIEW CAREFULLY AS FAILURE TO COMPLY CAN RESULT IN SUBSTANTIAL FINES AND LIABILITIES FOR UNAUTHORIZED DISCLOSURE AND TERMINATION OF THIS AGREEMENT.**

**2.1. Payment Card Industry Data Security Standards (PCI DSS).** Visa, MasterCard, American Express, Discover and JCB aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. PCI DSS is the name used to identify those common data security requirements. The Cardholder Information Security Program (CISP) is Visa USA's data security program, the Site Data Protection (SDP) program is MasterCard's data security program, Discover Information Security and Compliance (DISC) is Discover's data security program, and the Data Security Operating Policy (DSOP) is American Express data security Program, each based on the PCI DSS and industry aligned validation requirements. PCI DSS compliance validation is focused on Merchant Equipment (as defined below) where Cardholder data is processed, stored, or transmitted, including:

- All external connections into your network (i.e., employee remote access, third party access for processing, and maintenance);
- All connections to and from the authorization and settlement environment (i.e., connections for employee access or for devices such as firewalls, and routers); and
- Any data repository outside of the authorization and settlement environment.

For the purposes of this Section 2, "**Merchant Equipment**" means any and all equipment you use in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and software, systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by you, Merchant Providers or other Persons used by you.

The Card Organizations or we may impose fines or penalties, or restrict you from accepting Cards if it is determined that you are not compliant with the applicable data security requirements. We may in our sole discretion, suspend or terminate Services under this Agreement for any actual or suspected data security compromise. You agree that you will not request any Authorizations, submit any Sales Drafts or credit Drafts until you have read and understood the PCI DSS, CISP, SDP and DISC for which you acknowledge we have provided you sufficient information to obtain, and you will be deemed to have done so upon our receipt of your request or submission of any Authorizations, Sales Drafts or Credit Drafts.

You must comply with the data security requirements described in this Section 2.1, including, without limitation, PCI DSS, SDP, CISP, DISC and DSOP, and any additional Card Organization requirements applicable to payment applications and PIN transactions.

Detailed information about PCI DSS can be found at the PCI DSS Council's website: [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)

Detailed information about Visa's CISP program can be found at Visa's CISP website: [www.visa.com/cisp](http://www.visa.com/cisp)

Detailed information about MasterCard's SDP program can be found at the MasterCard SDP website: [www.mastercard.com/sdp](http://www.mastercard.com/sdp)

Detailed information about DISC can be found at Discover's DISC website:

<http://www.discovernetwork.com/datasecurity/disc.html>

Detailed information about DSOP can be found at American Express' DSOP website: [www.americanexpress.com/datasecurity](http://www.americanexpress.com/datasecurity)

**2. Data Security Requirements.** You must comply with the data security requirements shown below:

- You must install and maintain a secure network firewall to protect data across public networks.
- You must protect stored data and data sent across networks using methods indicated in the PCI DSS.
- You must use and regularly update anti-virus software and keep security patches up-to-date.
- You must restrict access to data by business "need to know," assign a unique ID to each person with computer access to data and track access to data by unique ID.
- You must not use vendor-supplied defaults for system passwords and other security parameters.
- You must regularly test security systems and processes.
- You must maintain a policy that addresses information security for employees and contractors.
- You must restrict physical access to Cardholder information.
- You may not transmit Cardholder account numbers to Cardholders for Internet transactions.
- You cannot store or retain Card Validation Codes (three-digit values printed in the signature panel of most Cards, and a four-digit code printed on the front of an American Express Card) after transaction authorization.
- You cannot store or retain Magnetic Stripe data, PIN data, chip data or AVS data. Only Cardholder account number, Cardholder Name and Cardholder expiration date can be retained subsequent to transaction authorization.
- You must destroy or purge all Media containing obsolete transaction data with Cardholder information.
- You must keep all systems and Media containing Card account, Cardholder, or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party.
- For Internet transactions, copies of the transaction records may be delivered to Cardholders in either electronic or paper format.
- You must use only services and Merchant Equipment that have been certified as PCI DSS compliant by the Card Organizations.

**2.3. Compliance Audits.** You may be subject to ongoing validation of your compliance with PCI DSS standards. Furthermore we retain the right to conduct an audit at your expense, performed by us or a Person designated by us to verify your compliance or that of your agents or Merchant Providers with security procedures and these Operating Procedures.

**2.4. Immediate Notice Required.** In the event that transaction data is known or suspected of having been accessed or retrieved by any unauthorized Person, you must, contact us immediately and in no event more than 24 hours after becoming aware of such activity.

**2.5. Investigation.** You must, at your own expense (i) perform or cause to be performed an independent investigation, including a forensics analysis performed by a certified forensic vendor acceptable to us and the Card Organizations in accordance with Card Organization standards, of any data security breach of Card or transaction data, (ii) provide a copy of the certified forensic vendors final report regarding the incident to us and the Card Organizations, (iii) perform or cause to be performed any remedial actions recommended by any such investigation, and (iv) cooperate with us in the investigation and resolution of any security breach. Notwithstanding the foregoing, if required by a Card Organization, we will engage a forensic vendor approved by a Card Organization at your expense. You must cooperate with the forensic vendor so that it may immediately conduct an examination of Merchant Equipment, and your Merchant Providers' procedures and records and issue a written report of its findings.

**2.6. Required Information for Discover Security Breaches.** For security breaches involving Discover transactions and/or track data, you must provide us and/or Discover with the following information: (i) the date of breach; (ii) details concerning the data compromised (e.g., account numbers and expiration dates, Cardholder names and addresses, etc.); (iii) the method of such breach; (iv) your security personnel contacts; (v) the name of any person (including law enforcement) assisting you with your investigation of such breach; and (vi) any other information which we reasonably request from you concerning such breach, including forensics reports. You shall provide such information as soon as practicable, and the items listed in (i)-(v) shall be provided to us in any event within 48 hours of your initial notification to us of the breach. Discover reserves the right to conduct on-site visits to ensure compliance with its requirements.

**2.7. Merchant Providers.** The data security standards set forth in this Section 2 also applies to Merchant Providers. Before you engage any Merchant Provider, you must provide to us in writing (a) the Merchant Provider's legal name, (b) contact information and (c) intended function. You acknowledge and agree that you will not use, or provide Cardholder data access to, any Merchant Provider until you receive our approval and, if required, confirmation of our registration of that Merchant Provider with applicable Card Organizations. You must ensure that you and Merchant Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card

Organization; (ii) comply with the requirements for registration by a Card Organization; and (iii) comply with all applicable Card Organization Rules, including without limitation, those requiring security of Cardholder data. You may allow Merchant Providers access to Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules. You are responsible for all our costs and expenses associated with our review, approval, certification (and recertification as may be required by us or the Card Organization Rules) and registration of any Merchant Providers.

Your use of the Services, equipment, software, systems, materials, supplies or resources of third parties regarding your Card transactions processing, including, without limitation, Merchant Providers and any third party lessors or licensors, will not affect your obligations under this Agreement to us which will apply to the same extent as if you had not used them. We have no liability or responsibility to you or others regarding these third parties, even if we referred them to you. These third parties are your agents, and you are solely responsible for (i) determining whether they can meet your needs and standards, (ii) their actions, inactions and compliance with the terms of this Agreement and the Card Organization Rules and (iii) any and all fees, costs, expenses and other obligations owed to them by you or owed by them to us or to Card Organizations.

**2.8. Noncompliance Fees.** If we have not received compliance validation of your conformance to PCI DSS standards within the first 90 days of the date of the Agreement, you will be charged a monthly non-receipt of PCI Validation fee as set forth in the Application or as otherwise communicated to you, for the period beginning upon expiration of the 90 day period, until such time as you are compliant or this Agreement is terminated, whichever comes first. This fee is in addition to any and all other fees for which you are responsible related to your failure to be compliant as required hereunder.

**2.9. Costs.** If you or a Merchant Provider (or other Person used by you) are determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information, or caused Cardholder data to be put at risk (together, “**Compromised Data Events**”) and regardless of your belief that you have complied with the Card Organization Rules or any other security precautions and are not responsible for the Compromised Data Event, you must promptly pay us for all related expenses, claims, assessments, fines, losses, costs, and penalties and Issuer reimbursements imposed by the Card Organizations against us (together, “**Data Compromise Losses**”). In addition to the foregoing, you must also pay us promptly for all expenses and claims made by Issuers against us alleging your responsibility for the Compromised Data Event, apart from any claim procedures administered by the Card Organizations

### 3. Settlement

Except as otherwise set forth in this Program Guide, your funds for MasterCard/Visa/Discover transactions will ordinarily 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 transactions will ordinarily be processed via the Federal Reserve 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.

If you have been classified by Discover as having a Discover Direct Strategic Relationship with Discover, we will not acquire your Discover transactions and they will be subject to your agreement with Discover.

You acknowledge and agree that if we have not agreed to or do not acquire transactions for any Card type (i) we have no liability or responsibility whatsoever for the settlement of or disputes regarding those transactions and (ii) you will pursue directly with the related Card Organization all claims and disputes regarding those transactions. You agree to pay us for per item processing, authorization and other fees in the Application for any non-acquired transaction services you receive from us. For the avoidance of doubt, with respect to the payments you have elected to accept on your Merchant Processing Application, you authorize us to submit Card transactions to, and receive settlement for such transactions from, the applicable Card Organizations on your behalf.

### 4. Account Maintenance

**4.1. Change of Settlement Account Number.** If you change the Settlement Account in which you receive the proceeds of your transactions, you must call Customer Service or your Relationship Manager immediately. If you accept payment types other than Visa, MasterCard and Discover (such as the American Express Card and TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change.

**4.2. Change in Your Legal Name or Structure.** You must call Customer Service or your Relationship Manager for instructions and to request required status change request documentation.

**4.3. Change in Company DBA Name, Address or Telephone/ Facsimile Number.** To change your company or location DBA name, address (or e-mail address), or telephone/facsimile number, you must send the request in writing to the address on your statement.

**4.4. Other Change(s) in Merchant Profile.** You must immediately notify us of any change to the information on file with us in your merchant profile, including: (i) any new lines or types of business; (ii) change in ownership; (iii) the opening, closing or liquidation of business or any location; (iv) change in Card processing method (i.e., paper Sales Drafts to POS Device); (v) voluntary or involuntary party to a bankruptcy case; (vi) entry into a loan or other agreement with a Person that seeks to affect this Merchant Agreement; and/or (vii) change from a business that exclusively conducts Card-present retail sales to one that accepts Card sales by mail, telephone or Internet transactions. We retain the right to

**4.5. Charges for Changes to Account Maintenance.** You may be charged for any other changes referenced in this section or any other changes requested by you or otherwise necessary related to account maintenance.

### 5. Card Organization Monitoring

MasterCard, Visa, Discover and American Express have established guidelines, merchant monitoring programs and reports to track merchant activity such as, but not limited to excessive Credits, reported fraud and Chargebacks, and increased deposit activity. In the event you exceed the guidelines or engage in practices that could circumvent such monitoring programs or submit suspicious transactions as identified by a Card Organization or any related program or reports, you may be subject to: (i) operating procedure requirement modifications; (ii) incremental Chargebacks and/or increased fees; (iii) settlement delay or withholding; (iv) termination of your Agreement; or (v) audit and imposition of fines.

### 6. Supplies

#### Placing Orders

- To order additional supplies, call Customer Service when you have two months' inventory left. We will ship you an adequate amount of supplies. The amount of supplies (based on usage) on hand should not exceed a three- to six-month supply.
- In an EMERGENCY, please contact Customer Service using the number provided on the last page of this Program Guide. If supplies are sent via an express delivery service, the delivery charges will be debited to your account.
- You are responsible for unauthorized use of sales/Credit and summary Media. We recommend that you store all supplies in a safe location.
- You may be charged for supplies and applicable shipping and handling charges.

In addition to the preceding Operating Procedures, our Agreement with you includes the following General Terms. If you fail to follow any of the provisions of the Operating Procedures or General Terms, you may incur certain liabilities and we may terminate our Agreement.

## 7. Services

Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate from time to time in connection with this Agreement.

## 8. Operating Procedures; Card Organization Rules and Compliance

You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including without limitation, the data security requirements described in Section 2. From time to time, we may amend the Operating Procedures, by providing you with at least 30 days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and the Operating Procedures, the General Terms will govern. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules. Card Organization Rules may be available on web sites such as <http://usa.visa.com/merchants/operations/opregulations.html> and <http://mastercardmerchant.com/us/merchant/support/rules.html>. These links may change from time to time.

## 9. Settlement of Card Transactions

**9.1.** We will only be required to settle Card transactions for Card types specified in your Application. Promptly after presentment of Sales Drafts pursuant to the Operating Procedures, we will initiate a transfer of the applicable settlement funds to you.

**9.2.** All settlements for Visa, MasterCard and Discover and American Express Card transactions will be net of Credits/refunds, adjustments, applicable discount fees when due, Chargebacks and any other amounts then due from you. We may also set off from any payments otherwise due, any amounts owed to any of our respective Affiliates whether or not arising out of or related to this Agreement.

**9.3.** All Credits to your Settlement Account or other payments to you are provisional and are subject to, among other things, our right to deduct our fees, our final audit, Chargebacks (including our related losses), fees, fines and any other charges imposed on us by the Card Organizations as a result of your acts or omissions. You agree that we may debit or credit your Settlement Account for any deficiencies, overages, fees and pending Chargebacks and any other amounts owed to us, or our respective Affiliates, in connection with this Agreement, or we may deduct such amounts from settlement funds due to you from us, or our respective Affiliates. Alternatively, we may elect to invoice you for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

**9.4.** We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties including but not limited to any Association or your financial institution.

**9.5.** In addition to any other remedies available to us under this Agreement, you agree that should any Event of Default (see Section 16.4) occur, we may, with or without notice, change processing or payment terms and/or suspend Credits or other payments of any and all funds, money and amounts now due or hereafter to become due to you pursuant to the terms of this Agreement, until we have had reasonable opportunity to investigate such event.

**9.6.** You acknowledge and agree that transfers to and from the Settlement Account shall be based on the account number and routing number supplied by you. We are not responsible for detecting errors in any Settlement Account information you provide, including the account numbers and routing numbers, even if any of those numbers do not correspond to the actual account or financial institution identified by name.

**9.7.** This Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the U.S. bankruptcy code. Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, security interest and our rights to withhold settlement funds under this Agreement, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

## 10. Exclusivity

During the term of this Agreement, you shall use us as your exclusive provider of all Services described in the Agreement/Application.

## 11. Fees; Adjustments; Collection of Amounts Due

**11.1.** In consideration of the Services provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purposes of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications.

of a transaction fails to apply for you and if you are billed for a transaction or you inadvertently or intentionally accept a transaction other than the type anticipated for your account (including a different Card type), then, as applicable to your pricing method, you will be charged a higher interchange, Discount Rate or Non-Qualified Interchange Fee, as well as any applicable surcharge for that transaction, all as further described in Section A.3 of Part IV of this Agreement and in the Application. With respect to inadvertent or intentional acceptance of a transaction other than the type anticipated for your account (including a different Card type), you will also be subject to payment to us of our then-current transaction fee(s) with respect to such Card and/or transaction and be liable, obligated and responsible under this Agreement for any such transaction to the same extent as you would be if it was of a Card type elected and approved.

For more information on Visa's and MasterCard's interchange rates, please go to [www.visa.com](http://www.visa.com) and [www.mastercard.com](http://www.mastercard.com).

**11.2.** All authorization fees will be charged for each transaction that you attempt to authorize. All capture fees will be charged for each transaction that you transmit to us for settlement. If you are being billed a combined fee for both the authorization and capture of a transaction, the authorization and capture must be submitted as a single transaction, otherwise the authorization and the capture will each be charged separately. You are responsible for utilizing software or services that will correctly submit these transactions to achieve the combined billing.

**11.3.** The fees for Services set forth in this Agreement are based upon assumptions associated with the anticipated annual volume and 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 are not as expected or if you significantly alter your method of doing business, we may adjust your discount fee and transaction fees without prior 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 or other third parties, (ii) increases to any third party fees paid for by Cardholder; or (iii) Card Organization fees previously paid for by Servicers. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or other third party as specified in our notice to you.

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

**11.6.** If you receive settlement funds by wire transfer, we may charge a wire transfer fee per wire.

**11.7.** To the extent the Automated Clearing House ("ACH") settlement process is used to effect debits or credits 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 credit and debit entries and adjustments to your account through the ACH network and/or through direct instructions to the financial institution where your Settlement Account is maintained for amounts due under this Agreement and under any agreements with us or our respective Affiliates for any products or services, as well as for any credit entries in error. You hereby authorize the financial institution where your Settlement Account is maintained to effect all such debits and credits to your account. This authority will remain in full force and effect until we have given written notice to the financial institution where your Settlement Account is maintained that all monies due under this Agreement and under any other agreements with us or our respective Affiliates for any products or services have been paid in full. You are solely responsible to inform us in writing if you want any fees or other adjustments to be debited from an account other than your Settlement Account.

**11.8.** You agree to pay i) any fines imposed upon us by any Card Organization resulting from Chargebacks, ii) any other fees, fines and other charges imposed by a Card Organization with respect to your acts or omissions, iii) any fees or fines imposed upon us by a legal tribunal with respect to your acts or omissions. You are also responsible for all fees, fines and other charges imposed on us as a result of acts or omissions by your agents or third parties.

**11.9.** If your Chargeback percentage for any line of business exceeds the estimated industry Chargeback percentage, regardless of the reason for such percentage, you shall, in addition to the Chargeback fees and any applicable Chargeback handling fees or fines, pay us an excessive Chargeback fee for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry Chargeback percentage is subject to change from time to time by us in order to reflect changes in the industry Chargeback percentages reported by Visa, MasterCard, American Express or Discover. Your Chargeback Percentage will be calculated as the larger of (a) the total Visa, MasterCard, American Express and Discover Chargeback items in any line of business in any calendar month divided by the number of Visa, MasterCard, American Express and Discover transactions in that line of business submitted that month, or (b) the total dollar amount of Visa, MasterCard, American Express and Discover Chargebacks in any line of business received in any calendar month divided by the total dollar amount of your Visa, MasterCard, American Express and Discover transactions in that line of business submitted in that month.

**11.10.** You agree to promptly and carefully review your merchant statements or other documents provided or made available to you (physically, electronically or otherwise provided by Us or others) reflecting Card transaction activity, including, activity in your Settlement Account. If you believe any adjustments should be made with respect to your Settlement Account, you must notify us in writing within sixty (60) days after any debit or

credit is or should have been due to you, you shall not be bound by the terms and conditions that govern such account. If you notify us after sixty (60) days, we shall have no obligation to investigate or effect any such adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

**11.11.** If you do not pay us all fees and any other amounts due under this Agreement within thirty (30) days of the date of our merchant statement or other statement setting forth the amount due, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of (i) 12% APR, or (ii) the maximum rate permitted by applicable law.

**11.12. Other Debits.** We may also debit your Settlement Account or your settlement funds in the event we are required to pay Card Organization fees, charges, fines, penalties or other assessments as a consequence of your sales activities. Such debits shall not be subject to any limitations of time specified elsewhere in the Agreement, including, without limitation the following, which we may add to or delete from this list as changes occur in the Card Organization Rules or our Operating Procedures pursuant to Section 8:

- Card Organization fees, charges, fines, penalties, registration fees, or other assessments including any fees levied against us or any amount for which you are obligated to indemnify us.
- Currency conversion was incorrectly calculated. NOTE: For Discover Network transactions, you are not permitted to convert from your local Discover Network approved currency into another currency, nor may you quote the price of a transaction in U.S. Dollars if completed in another approved currency.
- Discount Rate not previously charged.
- Reversal of deposit posted to your account in error.
- Debit for Summary Adjustment not previously posted.
- Reversal of Credit for deposit previously posted.
- Debit for Chargeback never posted to your account.
- Debit for EDC Batch error fee.
- Card Organization Merchant Chargeback/fraud monitoring fees – excessive Chargeback handling fees.
- Failure of transaction to meet Member Controller Authorization Service (“MCAS”) – Cardholder account number on exception file.
- Original transaction currency (foreign) not provided.
- Travel Voucher exceeds maximum value.
- Debit and/or fee for investigation and/or Chargeback costs related to this Agreement, or for costs related to our collection activities in an amount no less than \$100.00.
- Costs arising from replacement or damage to equipment rented.
- Payment of current or past due amounts for any equipment purchase, rental or lease.
- Incorrect merchant descriptor (name and/or city, state) submitted.
- Incorrect transaction date submitted.
- Shipping and handling fees.
- Costs or expenses associated with responding to any subpoena, garnishment, levy or other legal process associated with your account in an amount no less than \$150.00.

**12. Chargebacks**

**12.1.** You shall be responsible for reimbursing us for all transactions you submit that are charged back. See the Operating Procedures for additional information regarding Chargebacks and Chargeback procedures.

**12.2.** You shall reimburse us for any Chargebacks, return items, or other losses resulting from your failure to produce a Card transaction record requested by us within the applicable time limits.

**12.3.** You shall reimburse us for any Chargebacks, return items or other claims, demands, losses or expenses resulting from your failure to comply with Association rules, operating procedures, applicable laws or regulations or court orders.

**13. Representations; Warranties; Covenants; Limitations on Liability; Exclusion of Consequential Damages**

**13.1.** Without limiting any other warranties hereunder, you represent, warrant to and covenant with us and with the submission of each Sales Draft reaffirm, the following representations, warranties and/or covenants:

**13.1.1.** each Card transaction is genuine and arises from a bona fide transaction permissible under the Card Organization Rules by the Cardholder directly with you, , represents a valid obligation for the amount shown on the Sales Draft, preauthorized order, or Credit Draft, and does not involve the use of a Card for any other purpose;

**13.1.2.** each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;

**13.1.3.** the amount charged for each Card transaction is not subject to any dispute, set off or counterclaim;

**13.1.4.** each Card transaction amount is for the purchase of specific merchandise or services (including taxes, but without any surcharge) sold, leased or rented by you for your business as indicated on the Application and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Agreement, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon your accepting and submitting that Card transaction for processing;

**13.1.5.** with respect to each Card transaction, you have no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;

**13.1.6.** each Card transaction is made in accordance with these General Terms, Card Organization Rules and the Operating Procedures;

**13.1.7.** each Sales Draft is free of any alteration not authorized by the related Cardholder;

**13.1.8.** you have completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;

**13.1.9.** the Card transaction is not a transaction to facilitate illegal internet gambling, or any other activity which is prohibited by federal, state or local law.

**13.1.10.** you are in good standing and free to enter into this Agreement;

**13.1.11.** each statement made on the Application or other information provided to us in support of this Agreement is true and correct;

**13.1.12.** you are not doing business under a name or nature of business not previously disclosed to us;

**13.1.13.** you have not changed the nature of your business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different MCC under Card Organization Rules, in a way not previously disclosed to us;

**13.1.14.** you will use the Services only for your own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person (Note: Factoring is prohibited);

**13.1.15.** you have not filed a bankruptcy petition not previously disclosed to us;

**13.1.16.** you own and control the Settlement Account, and no third party security interest or lien of any type exists regarding the Settlement Account or any Card transaction;

**13.1.17.** you will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or transaction proceeds to any Person without our consent.

**13.2.** THIS AGREEMENT IS A SERVICE AGREEMENT. WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SERVICES OR ANY GOODS PROVIDED BY A THIRD PARTY.

**13.3.** IN NO EVENT SHALL WE, OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ACKNOWLEDGES AND AGREES THAT PAYMENT OF ANY EARLY TERMINATION FEE OR LIQUIDATED DAMAGES AS PROVIDED ELSEWHERE IN THIS AGREEMENT SHALL NOT BE PROHIBITED BY THIS PARAGRAPH. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE TO YOU WITH RESPECT TO ANY CLAIMS, AWARDS, OR DAMAGES IMPOSED UPON US BY A LEGAL TRIBUNAL ARISING OUT OF YOUR ACTS OR OMISSIONS. YOU HEREBY WAIVE ANY DEFENSES YOU MAY HAVE TO ANY SUCH CLAIM BY US FOR REIMBURSEMENT AND INDEMNIFICATION IN SUCH INSTANCES.

**13.4.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING BUT NOT LIMITED TO SECTIONS 19 or 13.5), OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS.

**13.5.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING BUT NOT LIMITED TO SECTION 19), OUR LIABILITY FOR ANY DELAY IN FUNDING TRANSACTIONS TO YOU FOR ANY REASON, WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK FROM TIME TO TIME, LESS ONE PERCENT (1%).

#### 14. Confidentiality

**14.1.** Unless you obtain written consents from us and each applicable Card Organization, Card Issuer and Cardholder, you must not use, disclose, store, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, Retrieval Requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. You may not retain or store Magnetic Stripe data or Card Validation Codes after a transaction has been authorized. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request.

**14.2.** You acknowledge that you will not obtain ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a Person as an asset upon a bankruptcy, insolvency or failure of client's business. Upon a bankruptcy, insolvency or failure of client's business, all Card transaction information must be returned to Servicers or acceptable proof of the destruction of all Card transaction information must be provided to Servicers.

**14.3.** You will treat this Agreement, the Card Organization Rules and any information supplied or otherwise made accessible by us or our agents as confidential, including without limitation, (i) information about the products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies of Servicers, their respective Affiliates and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords Servicers a competitive advantage over its competitors; and (iii) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties, provided, however, that these restrictions do not apply to information: (a) rightfully obtained on a non-confidential basis from a Person and your agents and representatives, which Person was not subject to a duty of confidentiality; (b) rightfully and independently known by you on a non-confidential basis prior to its disclosure or (c) generally available to the public other than through any disclosure by or fault of you, your agents or representatives.

**14.3.1.** Our confidential information shall be used by you only to exercise your rights and to perform your obligations hereunder. You shall receive our confidential information in confidence and not disclose the confidential information to any third party, except as may be agreed upon in writing by us. You shall safeguard all of our confidential information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Upon request by us or upon termination of this Agreement, you shall return to us or destroy all of our confidential information in its possession or control.

**14.3.2.** The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of the Agreement or subsequently came into the public domain through no fault of yours; (ii) was received by you from a third party free of any obligation of confidence and which third party, to your knowledge, was not under an obligation to keep the information confidential; (iii) was already in your possession prior to receipt from us; (iv) is required to be disclosed by law, regulation or court order after giving us as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by your employees, consultants or agents without use of or reference to our confidential information.

**14.3.3.** Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under our confidential information to you. Except as specifically provided for herein, no license is hereby granted to you under any patent, trademark, copyright, trade secret or other proprietary rights of ours.

**14.3.4.** You acknowledge that breach of the restrictions on use or disclosure of any our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

**14.4.** The data collected as part of performing payment processing or other transaction related services for you ("Transaction Data") can be used either by us, our processor or other third parties to develop products and services for you, other merchants, or third parties. This includes using and then de-identifying cardholder information, dates, transactions details and other Transaction Data to provide you with products or services as well as collecting and using Transaction Data which has been de-identified and aggregated with other merchants' transaction data to provide you, other merchants, and third parties with analytic products and services.

**14.5.** You shall not assign to any Person, the rights to use the Marks of Servicers, our agents or the Card Organizations.

**14.7.** You agree that we may obtain relevant information from any applicable telecommunications provider utilized by you as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Services.

#### 15. Assignments

**15.1.** Any transfer or assignment of this Agreement by you, without our prior written consent, by operation of law or otherwise, is voidable by us. Furthermore, you shall indemnify and hold us harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising from such transferee's or assignee's Submission of Card transactions to us for processing. For purposes of this Section 15, any transfer of voting control of you or your parent shall be considered an assignment or transfer of this Agreement.

**15.2.** The payment Services provided by us require access to a single bank account in which we may initiate both credits and debits. You may not enter into any agreement that would require, in any circumstance or event, the transfer of any payments or proceeds from Card transactions covered by this Agreement to the custody or control of any third party. You may not assign any rights, including the right of payment under this Agreement, to any other person. In the event that you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to (a) refuse to acknowledge such assignment unless accompanied by an Authorization to both initiate debits or credits to the bank account of the assignee, (b) terminate this Agreement immediately, or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

**15.3.** Another Visa and MasterCard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and MasterCard transactions. Upon substitution, such other Visa and MasterCard member shall be responsible for all obligations required of Bank for Visa and MasterCard transactions, including without limitation, full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

Subject to Card Organization Rules, we may assign or transfer this Agreement and our rights, duties and obligations hereunder and/or may delegate or subcontract our rights, duties and obligations hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent.

**15.4.** Except as set forth elsewhere in this Section and as provided in the following sentence, this Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of a party's assets or business, shall have any right to continue, assume or assign this Agreement.

#### 16. Term; Events of Default

**16.1.** This Agreement shall become effective upon the date this Agreement is approved by our Credit Department. You acknowledge that our Credit Department maintains a list of business types that are unqualified for our Services. We reserve the right to immediately terminate your account if it has been inadvertently boarded notwithstanding such Credit policies.

**16.2.** The initial term of this Agreement shall commence and shall continue in force for three years after it becomes effective. Thereafter, it shall continue until either party terminates this Agreement upon written notice to the other, or as otherwise authorized by this Agreement. Should you fail to notify us in writing of your request to terminate you acknowledge and agree you will continue to be charged fees pursuant to this Agreement notwithstanding non-use of your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

**16.3.** Notwithstanding the above or any other provisions of this Agreement, we may terminate this Agreement at any time and for any reason by providing 30 days' advance notice to you. We may terminate this Agreement immediately or with shorter notice upon an Event of Default as provided under Section 16.4 of this Agreement. In the event we provide notice to you of any new fees or increases in existing fees for Services, pursuant to Section 11.5, you may terminate this Agreement without further cause or penalty by notifying us that you are terminating this Agreement prior to the effective date of such new fees or increases. However, your continued use of the Services after the effective date of any such fee changes shall be deemed your acceptance of such fee changes for the Services, throughout the term of this Agreement.

**16.4.** If any of the following events shall occur (each an "Event of Default"):

**16.4.1.** a material adverse change in your business, financial condition, business procedures, prospects, products or services; or

**16.4.2.** any assignment or transfer of voting control of you or your parent; or

**16.4.3.** a sale of all or a substantial portion of your assets; or

**16.4.4.** Irregular Card Chargebacks. You shall be held liable for any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us; or

**16.4.5.** any of your representations, warranties or covenants in this Agreement are breached in any respect; or

**16.4.6.** you default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 17; or

**16.4.7.** you default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any of our respective Affiliates; or

**16.4.8.** you default in the payment when due, of any material indebtedness for borrowed money; or

**16.4.9.** you file a petition or have a petition filed by another party under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of you or of a substantial part of your property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

**16.4.10.** your independent certified accountants shall refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries; or

**16.4.11.** a violation by you of any applicable law or Card Organization Rule or our reasonable belief that termination of this Agreement or suspension of Services is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury or your breach, as determined by Servicers, of Section 30.2 ("Compliance with Laws"); then, upon the occurrence of (1) an Event of Default specified in subsections 16.4.4, 16.4.9 or 16.4.11, we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

**16.5.** Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All obligations by you to pay or reimburse us for any obligations associated with transactions you have submitted to us will survive termination of this Agreement, until finally and irrevocably paid in full and settled.

**16.6.** If any Event of Default occurs regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, and this Agreement including, without limitation, exercising our rights under Section 17.

**16.7.** In the event you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting supporting any adjustments that you may claim.

**16.8.** The Card Organizations often maintain merchant lists such as the Member Alert To Control High-risk Merchants ("MATCH") who have had their merchant agreements or Card Acceptance rights terminated for cause. If this Agreement is terminated for cause, you acknowledge that we may be required to report your business name and the names and other information regarding its principals to the Card Organizations for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by Visa, MasterCard or Discover. Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

**16.9.** After termination of this Agreement for any reason whatsoever, you shall continue to bear total responsibility for all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, Credits and adjustments resulting from Card transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due under this Agreement.

## 17. Reserve Account; Security Interest

**17.1.** You expressly authorize us to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 17. The amount of such Reserve Account shall be set by us, in our sole discretion, based upon your processing history and the potential risk of loss to us as we may determine from time to time.

**17.2.** The Reserve Account shall be fully funded upon three (3) days' notice to you, or in

the event of funds or funds not being made available to us. Account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in the name of Client, any of its principals, or any of its guarantors, or if any of same are authorized signers on such account; (ii) any payments otherwise due to you, including any amount due from TeleCheck or other third parties for services provided in connection with your Card transactions; (iii) your delivery to us of a letter of credit; or (iv) if we so agree, your pledge to us of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to us and shall be in a form satisfactory to us. In the event of termination of this Agreement by any party, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by us for the greater of ten (10) months after termination of this Agreement or for such longer period of time as is consistent with our liability for your Card transactions and Chargebacks in accordance with Card Organization Rules. We will hold funds pursuant to this Section 17 in master account(s) with your funds allocated to separate sub accounts. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in a Reserve Account.

**17.3.** If your funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in the Reserve Account have been released, you agree to promptly pay us such sums upon request.

**17.4.1.** To secure your obligations to Servicers and our respective Affiliates under this Agreement and any other agreement for the provision of equipment products or services (including any obligations for which payments on account of such obligations are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause), you grant to Servicers a first priority lien and security interest in and to (i) the Reserve Account and (ii) any of your funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in the possession of Servicers, whether now or hereafter due or to become due to you from Servicers. Any such funds, money or amounts now or hereafter in the possession of Servicers may be commingled with other funds of Servicers, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of Servicers. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, Servicers are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to Servicers and our respective Affiliates under this Agreement and any other agreement with Servicers or any of Servicers' and our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. You agree to duly execute and deliver to Servicers such instruments and documents as Servicers may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in this Agreement.

**17.4.2.** For sake of clarification and notwithstanding anything in the Agreement to the contrary, in the event Servicers deduct, holdback, suspend, off set or set off any settlement monies or amounts otherwise due you pursuant to the terms of this Agreement (collectively "Set Off Funds"), you acknowledge that such Set Off Funds will be held in a commingled Reserve Account(s) of Servicers unless such Set Off Funds are wired or deposited by Servicers.

**17.4.3.** If in replacement of or in addition to the first priority lien and security interest in the Reserve Account, you grant to Servicers a first priority lien and security interest in and to one or more certificates of deposit, the certificates of deposit shall be uncertificated and shall be subject to an Acknowledgement of Pledge of Certificate of Deposit and Control Agreement (the "Certificate of Deposit Control Agreement") by, between and among Customers, Servicers and the financial institution that has established and issued the certificate of deposit. The form of the Certificate of Deposit Control Agreement and the financial institution that will establish and issue the certificate of deposit shall be satisfactory and acceptable to Servicers.

## 18. Financial and Other Information

**18.1.** Upon request, you will provide us and our Affiliates, quarterly financial statements within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide such other financial statements and other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request. You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to Bank for any other reason. Upon request, you shall provide, and/or cause to be provided, to us and our Affiliates, or our representatives or regulators (as well as those of the Card Organizations) reasonable access to you or your providers' facilities and records for the purpose of performing any inspection and/or copying of books and/or records deemed appropriate. In such event, you shall pay us the costs incurred by us or our Affiliates in connection with the inspection.

**18.2.** You will provide us with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you become aware of same.

**19.1.** You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses: (a) resulting from the inaccuracy or untruthfulness of any representation or warranty, breach of any covenant or agreement or any misrepresentation by you under this Agreement; (b) arising out of your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) arising out of your use of the Services; or (d) arising out of any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer).

**19.2.** Subject to the limitations set forth in Section 13.4, we agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by us under this Agreement or arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this indemnity obligation shall not apply to Bank with respect to Non-Bank Services.

## 20. Special Provisions Regarding Non-Bank Cards

**20.1.** Non-Bank Card transactions are provided to you by Processor and not by Bank and include transactions made using Discover, American Express, JCB, Voyager and WEX Card types. The Services provided, transactions processed and other matters contemplated under this Section 20 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 20 directly conflict with another provision of this Agreement, in which case the terms of this Section 20 will control; provided, however, that (i) Bank is not a party to this Agreement insofar as it relates to Non-Bank Card services, and Bank is not liable to you in any way with respect to such Services and (ii) you agree to pay Processor any per item processing, authorization and other fees described in the Application for any non-acquired transaction services you receive from Processor. For the purposes of this section, the words "we," "our," and "us" refer only to the Processor and not to the Bank. You authorize us to share information from your Application with American Express, Discover or any other Non-Bank Card Organization.

**20.2.** You understand that for American Express transactions, authorizations are obtained from and are funded by American Express. American Express will provide you with its own agreement that governs those transactions, unless American Express OnePoint Services are provided to you in Section 1.0 of the Third Party Agreements. You understand and agree that we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the funding and settlement of American Express transactions, and that American Express will charge additional fees for the services they provide.

**20.3.** If you accept JCB, Diners Club International, UnionPay, BCard and Dinacard cards, you agree to be bound by the Discover provisions of this Agreement. You also acknowledge and agree that JCB, Diners Club International, UnionPay, BCard, and Dinacard transactions will be processed under and subject to Discover Card Organization Rules.

**20.4.** If you accept Voyager and/or WEX Cards, you agree to be bound by the WEX and/or Voyager rules. You also agree to be bound by all other provisions of this Agreement which are applicable to WEX and/or Voyager.

**20.5.** If you execute a separate WEX Merchant Agreement (WEX Non Full Service Program), you understand that we will provide such agreement to WEX, but that neither we nor WEX shall have any obligation whatsoever to you with respect to processing WEX Cards unless and until WEX executes your WEX Merchant Agreement. If WEX executes your WEX Merchant Agreement and you accept WEX Cards, you understand that WEX transactions are processed, authorized and funded by WEX. You understand that WEX is solely responsible for all agreements that govern WEX transactions and that we are not responsible and assume absolutely no liability with regard to any such agreements or WEX transactions, including but not limited to the funding and settlement of WEX transactions. You understand that WEX will charge additional fees for the services that it provides.

**20.6.** If you elect to participate in the WEX Full Service Program; the following terms and conditions shall apply:

- You shall provide, at your own expense, all equipment necessary to permit the electronic acceptance of the WEX Cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services;
- All authorization request data for WEX Card sales must include WEX Cardholder account number, vehicle number, Card expiration date, driver identification number; and the amount of the transaction, date and time of the transaction, quantity of goods sold, unit price, and product code (the "Authorization Request Data"). All manual WEX Card sales (i.e., sales facilitated by a card imprinter) must include an Authorization number or other approval code from WEX along with the aforementioned Authorization Request Data. The type of goods sold, quantity of goods sold, unit price/price per gallon (if applicable), taxes, and any coupons presented within the product detail of a transaction must be accurate. Product detail presented must also equal the total amount of the sale when calculated (e.g Product quantity x unit price must equal product amount. Sum of all product amounts including taxes minus any coupons must equal total transaction amount.);
- You shall not to submit a WEX Card sale for processing when a WEX Card is not presented at the time of the WEX Card sale;
- You shall complete a WEX Card sale only upon the receipt of an Authorization approval message and not accept a WEX Card when an expired Card/decline message is received;

(d) You shall not to submit a WEX Card sale for processing when the goods have been delivered or services performed;

- You shall not to accept a WEX Card where the WEX Card appears to be invalid or expired or there is reasonable belief that the WEX Card is counterfeit or stolen;
- You shall provide a copy of the receipt for a WEX Card sale, upon the request of the Cardholder, to the extent permitted by applicable law, which shall not include the full account number or driver identification number;
- You shall require the Cardholder to sign a receipt when a WEX Card sale is not completed by an island Card reader;
- Take all commercially reasonable efforts to protect manual WEX Card sales data from fraud or misuse;
- You shall not divide the price of goods and services purchased in a single WEX Card sale among two or more sales receipts or permit a WEX Card sale when only partial payment is made by use of the WEX Card and the balance is made with another bank Card;
- Client acknowledges that fuel tax removal at the point of sale is not permitted. For all payment system product codes that are taxable, transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.
- You shall securely maintain a record of all WEX Card sales, including the Authorization Request Data, for a period of one year and produce such records upon the reasonable request of WEX;
- You shall notify Processor of any errors contained within a settlement report within forty-five (45) days of receipt of such report. Processor will not accept reprocessing requests for WEX transactions older than 90 days.
- You shall allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Service; and
- You shall retransmit WEX Card sales data when reasonably requested to do so.
- Client acknowledges and agrees that its sole remedies with respect to the WEX Full Acquiring services shall be against Processor for the WEX Full Acquiring Services and not WEX, except to the extent that WEX knows of any fraud related to the WEX Cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services

### 20.7. If you accept Voyager Cards:

- In addition to the information stated in Section 1 (MasterCard, Visa and Discover Acceptance) of the Operating Procedures, you should check Fleet Cards for any printed restrictions at the point of sale.
- In addition to the information provided under Section 1.5 (Special Terms) of the Operating Procedures Guide, you shall establish a fair policy for the exchange and return of merchandise. You shall promptly submit credits to us for any returns that are to be credited to a Voyager Card holder's account. Unless required by law, 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 Operating Procedures Guide, the following information must be contained on the single page document constituting the Sales Draft for Voyager transactions:
  - All authorization request data for Voyager Card sales must include Voyager Cardholder account number. Card expiration date, driver identification number and the amount of the transaction date and time of the transaction, of goods sold, unit price, and product code (the "Authorization Request Data"). All manual Voyager Card sales (i.e., sales facilitated by a card imprinter) must include an Authorization number or other approval code from Voyager along with the aforementioned Authorization Request Data. The type of goods sold, quantity of goods sold, unit price/price per gallon (if applicable), taxes, and any coupons presented within the product detail of a transaction must be accurate. Product detail presented must also equal the total amount of the sale when calculated (i.e. Product qty x unit price must equal product amount. Sum of all product amounts including taxes minus any coupons must equal total transaction amount.)
  - Client acknowledges that fuel tax removal at the point of sale is not permitted. For all payment system product codes that are taxable, transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.
  - If an increase in the number of Voyager transaction authorization calls from you not due to our or Voyager system outages in excess of 15% for a given month as compared to the previous month occurs, we may, in our discretion, deduct telephone charges, not to exceed \$.25 (25 cents) per call, for the increased calls, from your settlement of your Voyager transactions.
  - In addition to the information provided under Section 7 (Settlement) of the Operating Procedures, settlement of Voyager transactions will generally occur by the fourth banking day after we process the applicable card transactions. We shall reimburse you for the dollar amount of sales submitted for a given day by you, reduced by the amount of Chargebacks, tax exemptions, discounts, credits, and the fees set forth in the Application. Notify Processor of any errors contained with the Settlement Reports within thirty (30) calendar days of receipt of such report. Neither we nor Voyager shall be required to reimburse you for sales submitted more than sixty (60) calendar days from the date of purchase.

For daily transmission of data, including financial records in connection with the information required to be provided under this paragraph for a period of not less than thirty-six (36) months from the date of the generation of the data. You may store records on electronic media, if secure. You are responsible for the expense of retaining sales data records and Sales Drafts.

- In addition to the scenarios identified in Section 10.1.4 of the Operating Procedures Guide that could cause an authorization related Chargeback to occur, with respect to Voyager transactions, Chargebacks shall be made in accordance with any other Voyager rules. Notwithstanding termination or expiration of this paragraph or the Agreement, you shall remain liable for all outstanding Chargebacks on Voyager transactions.
- In addition to the information provided under Section 13 (Representations; Warranties; Covenants; Limitations of Liability; Exclusion of Consequential Damages) of the General Terms, in no event shall our cumulative liability to you for losses, claims, suits, controversies, breaches or damages for any cause whatsoever in connection with Voyager transactions exceed the lesser of \$10,000.00 or the Voyager transaction fees paid by you to us for the two months prior to the action giving rise to the claim.
- Notwithstanding anything in this Agreement to the contrary, our obligation to provide services to you relating to any Fleet Card will terminate automatically without penalty to us or the related Card Organization upon the earlier of (i) the termination or expiration of our agreement with such Card Organization, (ii) at least twenty (20) days prior written notice by us to you; (iii) your failure to comply with material terms relating to such Fleet Card transactions, or (iv) written notice, if a Card Organization discontinues its Card.

## 21. Special Provisions For Debit Card

The special provisions outlined in this Section 21 apply only to those Debit Card transactions that are processed by a Cardholder entering a PIN unless the transaction is a network supported PINless transaction. A PINless transaction is a Debit Card transaction that a merchant submits to us for settlement/ funding transactions with neither a PIN nor Signature. The Services provided, transactions processed and other matters contemplated under this Section 21 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 21 directly conflict with another provision of this Agreement, in which case the terms of this Section 21 will control.

**21.1. Debit Card Acceptance.** Most, but not all, ATM Cards (Debit Cards) can be accepted at the point of sale at participating locations. Examine the back of the Debit Card to determine if the Card participates in a PIN Debit network that you are authorized to accept. PIN Debit network Mark(s) are usually printed on the back of the Card. If the Debit Card is valid and issued by a financial institution Issuer participating in a PIN Debit network, you must comply with the following general requirements for all participating PIN Debit networks, in addition to the specific requirements of that PIN Debit network:

- You must honor all valid Debit Cards when presented that bear authorized PIN Debit network Marks.
- You must treat transactions by Cardholders from all Issuers in the same manner.
- You may not establish a minimum or maximum transaction amount for Debit Card acceptance.
- You may not require additional information, besides the PIN, for the completion of the transaction unless the circumstances appear suspicious. A signature is not required for Debit Card transactions.
- You shall not disclose transaction related information to any party other than your agent, a PIN Debit network, or Issuer, and then only for the purpose of settlement or error resolution.
- You may not process a Credit Card transaction in order to provide a refund on a Debit Card transaction.

**21.2. Transaction Processing.** The following general requirements apply to all Debit Card transactions:

- All Debit Card transactions must be authorized and processed electronically. There is no Voice Authorization or Imprinter procedure for Debit Card transactions.
- You may not complete a Debit Card transaction that has not been authorized. If you cannot obtain an Authorization at the time of sale, you should request another form of payment from the Cardholder or process the transaction as a Store and Forward or Resubmission, in which case you assume the risk that the transaction fails to authorize or otherwise declines. The Cardholder should be instructed to contact the Issuer to find out why a transaction has been declined.
- Unless the transaction is a network supported PINless transaction, you may not complete a Debit Card transaction without entry of the PIN by the Cardholder. The PIN must be entered into the PIN pad only by the Cardholder. You cannot accept the PIN from the Cardholder verbally or in written form.
- The PIN Debit Network used to process your transaction will depend upon, among other things, our own business considerations, the availability of the PIN Debit network at the time of the transaction and whether a particular Debit Card is enabled for a particular network. The PIN Debit network utilized to route your transaction may or may not be the lowest cost network available. To the extent permitted by law, we may, in our sole discretion (i) utilize any PIN Debit network available to us for a given transaction (including a PIN Debit network affiliated with Processor) and (ii) add and/or remove PIN Debit networks available to you based

on a variety of factors including availability, features, functionality and our own business considerations.

- You must issue a receipt to the Cardholder upon successful completion of a transaction and effect PAN truncation on it.
- You may not manually enter the account number. The account number must be read electronically from the Magnetic Stripe. If the Magnetic Stripe is unreadable, you must request another form of payment from the Cardholder.
- Any applicable tax must be included in the total transaction amount for which Authorization is requested. Tax may not be collected separately in cash.
- **YOU ARE RESPONSIBLE TO SECURE YOUR TERMINALS AND TO INSTITUTE APPROPRIATE CONTROLS TO PREVENT EMPLOYEES OR OTHERS FROM SUBMITTING CREDITS AND VOIDS THAT DO NOT REFLECT BONA FIDE RETURNS OR REIMBURSEMENTS OF PRIOR TRANSACTIONS.**

**21.3. Cash Back From Purchase.** You have the option of offering cash back to your customers when they make a PIN Debit Card purchase. You may set a minimum and maximum amount of cash back that you will allow. If you are not now offering this service, your terminal may require additional programming to begin offering cash back as long as it is supported by the PIN Debit Network.

**21.4. Settlement.** Within one Business Day of the original transaction, you must balance each location to our system for each Business Day that each location is open.

**21.5. Adjustments.** An adjustment is a transaction that is initiated to correct a Debit Card transaction that has been processed in error. You will be responsible for all applicable adjustment fees that may be charged by a Debit Card network. Some PIN Debit networks may have established minimum amounts for adjustments.

**There are several reasons for adjustments being initiated:**

- The Cardholder was charged an incorrect amount, either too little or too much.
- The Cardholder was charged more than once for the same transaction.
- A processing error may have occurred that caused the Cardholder to be charged even though the transaction did not complete normally at the point of sale.

All parties involved in processing adjustments are regulated by time frames that are specified in the operating rules of the applicable Debit Card network, The Electronic Funds Transfer Act, Regulation E, and other applicable law.

## 22. Special Provisions Regarding EBT Transactions

If you elect to accept EBT Cards and engage in EBT transactions, the terms and conditions of this Section 22 shall apply.

EBT transactions are provided to you by Processor and not by Bank. The Services provided, transactions processed and other matters contemplated under this Section 22 are subject to the rest of the Agreement, as applicable, except to the extent the terms of this Section 22 directly conflict with another section of this Agreement, in which case the terms of this Section 22 will control; provided, however, that Bank is not a party to this Agreement insofar as it relates to EBT transactions, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words “we,” “our” and “us” refer only to the Processor and not to the Bank.

We offer electronic interfaces to EBT networks for the processing, settlement and switching of EBT transactions initiated through the use of state-issued EBT card (“EBT Card”) at your POS Terminal(s) for the provision of United States Department of Agriculture, Food and Nutrition Service (“FNS”) Supplemental Nutrition Assistance Program (“SNAP”) and Women, Infants and Children Benefits (“WIC Benefits”) and/or government delivered Cash Benefits (Cash Benefits, together with FNS, SNAP and WIC Benefits, collectively are referred to as the “EBT benefits”) to EBT benefit recipients (“EBT customers”), subject to the terms below.

**22.1. Acceptance of EBT Benefits.** You agree to accept EBT Cards and provide EBT benefits to EBT customers through the use of POS Terminals, PIN pad and printer or other equipment that meet standards set forth in the EBT Rules (“Authorized Terminal”) applicable to such EBT benefits during your normal business hours, in a manner consistent with your normal business practices and in accordance with the EBT Rules.

The “EBT Rules” means (i) all procedures that we establish and provide to you from time to time regarding your acceptance of EBT Cards and provision of EBT benefits to EBT customers; (ii) the Quest Rules, as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department, as necessary (and any rules that succeed or replace the Quest Rules); and, (iii) other such laws, rules, regulations and procedures that are applicable to the acceptance of EBT Cards and the provision of EBT benefits by you under this Section 22, including without limitation, laws pertaining to delivery of services to EBT customers and EBT customer confidentiality, the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, regulations issued by the Department of Agriculture pertaining to Food Stamp Program, and, any additional procedures specified by the state regarding lost EBT Cards, forgotten PINs, discrepancies in benefits authorized and similar matters by providing EBT customers with information such as telephone numbers and addresses of the state or other appropriate agencies. The “Food Stamp Program” is the government benefits program operated under the authority of the Food Stamp Act of 1964.

You will provide EBT benefits to EBT customers, in accordance with the procedures set forth in the EBT Rules, in the amount authorized through your Authorized Terminal upon



presentation by an EBT Card. In the event of a valid PIN. If the Authorized Terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction, you will comply with the procedures set forth in the EBT Rules for authorization of EBT benefits in such instance. You are solely responsible for your provision of EBT benefits other than in accordance with authorizations timely received from EBT service provider. You will not resubmit any EBT Card transaction except as specifically permitted by the EBT Rules and procedures applicable to such EBT Card transaction. You must provide a receipt for each EBT transaction to the applicable EBT customer.

You will not accept any EBT Card for any purpose other than providing EBT Benefits, including without limitation accepting an EBT Card as security for repayment of any EBT customer obligation to you. In the event of any violation of this provision, you will be obligated to reimburse the state or us for any EBT benefits unlawfully received by either you or an EBT customer to the extent permitted by law. Cash should never be dispensed for FNS, SNAP and WIC Benefits.

**22.2. Manual EBT Vouchers.** In accordance with the procedures set forth in this Section 22 and the EBT Rules, you will manually accept EBT Cards during periods of time when your Authorized Terminal is not working or the EBT system is not available; you will manually provide EBT benefits in the amount authorized through the applicable EBT service provider to the EBT customers at no cost to the EBT customers upon presentation by an EBT customer of his/her EBT Card. All manual voucher authorizations must be cleared on your POS terminal for payment of voucher to be made to you. In addition to any procedures set forth in the EBT Rules, the following limitations will apply to manual issuance of FS Benefits by merchant:

- i. An authorization number for the amount of the purchase must be received by you from the applicable EBT service provider while the respective EBT customer is present and before you provide such EBT customer with any FNS, SNAP and WIC Benefits or Cash Benefits, as applicable. You must not attempt to voice authorize a manual EBT transaction if the EBT customer is not present to sign the voucher. The EBT customer must sign the voucher. A copy of the voucher should be given to the EBT customer at the time of authorization and you should retain one copy for your records.
- ii. Specified EBT customer, clerk and sales information, including the telephone authorization number, must be entered properly and legibly on the manual sales draft.
- iii. All manual voucher authorizations must be cleared on your Authorized Terminal before payment of voucher will be made to you. Vouchers must be cleared within 10 Business Days after the date of applicable voice authorization. Vouchers cannot be cleared by any manner except by your Authorized Terminal therefore you should never mail vouchers requesting payment. If a voucher expires before it has been cleared by your Authorized Terminal for payment, no further action can be taken to obtain payment for the voucher.
- iv. In the event that, due to EBT host failure, EBT benefit availability for an EBT customer cannot be determined at the time you request authorization, the maximum authorized manual transaction and benefit encumbrance will be \$40.00 or such other state specific floor limit as set forth in the most current version of the applicable EBT Rules.
- v. Except as specifically provided in the applicable EBT Rules, you will not be reimbursed and will be solely responsible for a manual transaction when you fail to obtain an authorization number from the applicable EBT service provider as set forth in this Section 22 or otherwise fail to process the manual transaction in accordance with the EBT Rules.
- vi. If you have not received an authorization number in accordance with paragraph 22.1 above, you may not "re-submit" a manual sales draft for payment for the same transaction.

**22.3. Acceptance of Cash Benefits.** If you agree to accept EBT Cards and to provide Cash Benefits, you agree to maintain adequate cash on hand to issue EBT service provider authorized Cash Benefits and will issue such Cash Benefits to EBT customers in the same manner and to the same extent cash is provided to your other customers. You may not require, and may not in your advertising suggest, that any EBT customers must purchase goods or services from you as a condition to receiving Cash Benefits, unless such condition applies to other customers as well. You may not designate and direct EBT customers to special checkout lanes restricted to use by EBT customers unless you also designate and direct other customers to special checkout lanes for debit or Credit Cards and/or other payment methods such as checks other than cash.

**22.4. Interoperability.** If you accept EBT Cards and provide EBT benefits (Food Stamps Benefits and/or Cash Benefits), you must do so for EBT customers from all states.

**22.5. Required Licenses.** If you provide FNS, SNAP and WIC Benefits under this Agreement, you represent and warrant to us that you are a FNS authorized merchant and are not currently disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS. You agree to secure and maintain at your own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of EBT benefits under this Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenant that you will not accept EBT Cards or provide EBT benefits at any time during which you are not in compliance with the requirements of any EBT Rules.

**22.6. Term and Termination.** If you are disqualified or withdrawn from the Food Stamp Program, your authority to issue benefits will be terminated contemporaneously therewith. Such disqualification or withdrawal will be deemed a breach of this Agreement with respect to your authority to issue Cash Benefits and, in the event of such disqualification, we have the right to immediately terminate the provision of service under this Section 22 or the

Agreement. Your authority to issue Cash Benefits only, your authority to issue Cash Benefits may be suspended or terminated immediately at the sole discretion of us, the state or its EBT service provider, effective upon delivery of a notice of suspension or termination specifying the reasons for such suspension or termination if there will be (i) any suspension, injunction, cessation, or termination of the EBT service provider's authority to provide EBT services to the state; (ii) failure by you, upon not less than thirty (30) days prior written notice, to cure any breach by you of these terms and conditions, including without limitation, your failure to support the issuance of EBT benefits during your normal business hours consistent with your normal business practices, your failure to comply with EBT benefit issuance procedures, your impermissible acceptance of an EBT Card, or your disqualification or withdrawal from the Food Stamp Program; or (iii) based on a state's or its EBT service provider's investigation of the relevant facts, evidence that you or any of your agents or employees are committing, participating in, or have knowledge of fraud or theft in connection with the dispensing of EBT benefits. If you fail to cure any breach as set forth above, you may appeal such suspension of termination to the applicable state for determination in its sole discretion.

In the event that your authority to accept benefits is suspended or terminated by a state or its EBT service provider, and you successfully appeal such suspension or termination to the state or its EBT service provider, we shall be under no obligation to reinstate the services previously provided under this Section 22 or the Agreement, as applicable.

The provision of services under this Section 22 shall terminate automatically if our agreement or our service provider's agreement with any applicable state's EBT service provider terminates for any reason.

You will give prompt notice to us if you plan to stop accepting EBT Cards and providing EBT benefits or if you are unable to comply with the terms of this Section 22.

**22.7. Confidentiality of EBT System Information.** All information related to EBT customers and/or the issuance of EBT benefits shall be considered confidential information.

Individually identifiable information relating to an EBT customer or applicant for EBT benefits will be held confidential and will not be disclosed by you or your directors, officers, employees or agents, without prior written approval of the applicable state.

You will: (a) implement appropriate measures designed to: (1) ensure the security and confidentiality of all non-public personal information or materials regarding customers ("NPPI"); (2) protect against any anticipated threats or hazards to the security or integrity of NPPI; (3) protect against unauthorized access to or use of NPPI that could result in substantial harm or inconvenience to any customer and (4) ensure the proper disposal of NPPI; and (b) take appropriate actions to address incidents of unauthorized access to NPPI, including notification to us as soon as possible.

The use of information obtained by you in the performance of your duties under this Section 22 will be limited to purposes directly connected with such duties.

**22.8. EBT Service Marks.** You will adequately display any applicable state's service marks or other licensed marks, including the Quest mark, and other materials supplied by us (collectively the "Protected Marks") in accordance with the standards set by the applicable state. You will use the Protected Marks only to indicate that EBT benefits are issued at your location(s) and will not indicate that we, any state or its EBT service provider or we endorses your goods or services. Your right to use such Protected Marks pursuant to this Agreement will continue only so long as this Section 22 remains in effect or until you are notified by us, any state or its EBT service provider to cease their use or display. You will not use the Marks of any EBT service provider without prior written approval from such EBT service provider.

#### **22.9. Miscellaneous.**

**22.9.1. Errors.** 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 Section 22. You will promptly notify us of any such errors or disputes.

#### **22.9.2. Issuance Records.**

- i. You agree to make available such informational materials as may be required by the state, its EBT service provider or any applicable regulations pertaining to the issuance of Benefits.
- ii. You will retain all EBT-related records (including but not limited to manual sales drafts or vouchers) in the manner required by the EBT Rules or otherwise reasonably requested by us for three (3) years following the date of the applicable EBT transaction, or for such additional period as may be required by the EBT Rules. Records involving matters in litigation will be kept by you for a period of not less than three (3) years following the termination of the applicable litigation. Copies of any documents in media other than paper (e.g., microfilm, etc.) related to this Section 22 may be substituted for the originals to the extent permitted under applicable EBT Rules and provided that legible paper copies can be reproduced within a reasonable time after such records are requested.
- iii. You will make all EBT-related records available for audit upon request to representatives of the state or its EBT service provider, or other authorized state or federal government agency during normal business hours.
- iv. To assure compliance with this Agreement, including without limitation this Section 22, the state, its EBT service provider, or other authorized state or federal government 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 to inspect or evaluate any work performed under this Agreement, or to obtain any other information required to be provided by you or otherwise related to this Agreement.

**22.9.4. Amendments.** Notwithstanding anything to the contrary in this Agreement, if any of these terms and conditions are found to conflict with the EBT Rules or federal or state, these terms and conditions are subject to reasonable amendment by us, a state or its EBT service provider to address such conflict upon written notice to you and such amendment shall become effective upon such notice

**22.9.5. State Action.** Nothing contained herein shall preclude a state from commencing appropriate administrative or legal action against you or for making any referral for such action to any appropriate federal, state, or local agency.

**22.9.6. Reference to State.** Any references to state herein will mean the state in which you accept EBT benefits pursuant to this Section 22. If you accept EBT benefit in more than one state pursuant this Section 22, then the reference will mean each such state severally, not jointly.

**22.9.7. Third Party Beneficiaries.** 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 that the state and its Issuer, as defined in the Quest Rules, will be deemed third party beneficiaries of the representations, warranties, covenants and agreements made by you under the Agreement, including without limitation this Section 22.

### 23. Special Provisions Regarding Wireless Service

If you elect to purchase the Wireless Services from us as indicated on the Application, then the following terms and conditions of this Section 23, referred to as the Wireless Services Terms, shall apply. THE WIRELESS SERVICES BEING SOLD TO YOU FOR USE IN YOUR BUSINESS ARE NOT BEING SOLD TO YOU FOR HOUSEHOLD OR PERSONAL USE. Sale of Wireless Services is made by Processor and not the Bank. Bank is not a party to this Agreement insofar as it relates to Wireless Services, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words “we,” “our” and “us” refer only to the Processor and not to the Bank.

Through one or more independent third party vendors (“Wireless Vendor(s)”) selected by us in our sole discretion, we have acquired the right to resell certain wireless data communication services that use radio base stations and switching offered by certain cellular telephone and data networks throughout the country (the “Wireless Networks”) in order to allow you to capture and transmit to Processor and Bank certain wireless Card Authorization transactions or to transmit other communications to our system (“Wireless Services”).

If you elect to purchase voice and/or data services directly from a third party provider for use with the Wireless Equipment as permitted by Processor, you acknowledge and agree that this Agreement does not address or govern those voice and/or data services or your relationship with that third party provider, and Servicers are in no way responsible for providing, maintaining, servicing or supporting such third party voice and/or data services.

**23.1. Purchase of Wireless Services.** The prices that you will pay for the Wireless Services are set forth on the Application. In connection with your purchase of Wireless Services, you will receive access to a certain Wireless Network(s).

• **Licenses.** You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (“FCC”) or any other regulatory authority, if any, for the lawful operation of Wireless Equipment used by you in connection with your receipt of Wireless Services. You will promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

• **Wireless Equipment.** You agree that in order to access the Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by Processor from time to time in its sole discretion (the “Wireless Equipment”). If Wireless Equipment is purchased by you from us as indicated on the Application, then the terms of this Agreement, including without limitation Section 25 of this Agreement, apply to your use of such Wireless Equipment.

• **Improvements/General Administration.** We and the Wireless Vendor(s) reserve the right to make changes, from time to time, in the configuration of the Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address. In addition, we reserve the right to schedule, from time to time, interruptions of service for maintenance activities.

• **Suspension of Wireless Services.** We or a Wireless Network may suspend the Wireless Services to: (a) prevent damages to, or degradation of, our or a Wireless Network’s network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a Wireless Network from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending the Wireless Services to you. If not commercially reasonable to give prior notice, we will give notice to you as soon as commercially practicable thereafter. Availability of the Wireless Services may vary due to events beyond the control of us or our Wireless Vendors. In the event of a suspension of the Wireless Services, we or the applicable Wireless Vendor will promptly restore the Wireless Services after the event giving rise to the suspension has been resolved.

**23.2. Software License.** Processor hereby grants to you a non-exclusive, non-transferable limited sublicense to use any wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from Processor’s systems onto the Wireless Equipment in connection with your purchase and use of the Wireless Services in accordance with the terms of this Agreement, including this Section 23 and Section 25 (“Wireless Software”). Anything in this Agreement to the contrary notwithstanding, we or certain third parties retain all ownership and copyright interest in and to all Wireless Software, related documentation, technology, know-how and processes embodied in or provided in connection with the Wireless Software, and you shall have only a nonexclusive, non-transferable license to use the Software in your operation of the Equipment for the purposes set forth in this Agreement. Nothing in this Agreement confers any title or ownership of any such Wireless Software to you or shall be construed as a sale of any rights in any such Software to you. You agree to accept, agree to and be bound by all applicable terms and conditions of use and other license terms applicable to such Wireless Software. You shall not reverse engineer, disassemble or decompile the Wireless Software. You shall not give any Person access to the Wireless Software without our prior written consent. Your obligations under this Section 23.2 shall survive the termination of this Agreement. You acknowledge that the only right you obtain to the Wireless Software is the right to use the Wireless Software in accordance with the terms in this Section.

**23.3. Limitation on Liability.** We shall have no liability for any warranties by any party with respect to uninterrupted Wireless Services, as set forth in Section 23.10, or for any third party’s unauthorized access to Client’s data transmitted through either the Wireless Equipment or Wireless Services (including the Wireless Software), or Wireless Networks, regardless of the form of action (whether in contract, tort (including negligence), strict liability or otherwise). The foregoing notwithstanding, for any other liability arising out of or in any way connected with these Wireless Services terms, including liability resulting solely from loss or damage caused by partial or total failure, delay or nonperformance of the Wireless Services or relating to or arising from your use of or inability to use the Wireless Services, Processor’s, Bank’s, and Vendor(s)’ liability shall be limited to your direct damages, if any, and, in any event, shall not exceed the lesser of the amount paid by you for the particular Wireless Services during any period of failure, delay, or nonperformance of the Wireless Services or \$50,000.00. In no event shall Servicers, Wireless Vendor(s) or our respective affiliates be liable for any indirect incidental, special or consequential damages. The remedies available to you under these Wireless Services Terms will be your sole and exclusive remedies with respect to the Wireless Services.

**23.4. Indemnification.** In addition to any other indemnifications as set forth in this Agreement, you will indemnify and hold Servicers, Vendor(s) and our respective officers, directors, employees, and affiliates harmless from against any and all losses, claims, liabilities, damages, costs or expenses arising from or related to: (a) the purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens against, or return of the Wireless Services; (b) your negligent acts or omissions; (c) any breach by you of any of your obligations under this Section 23; or (d) any third party’s unauthorized access to Client’s data and/or unauthorized financial activity occurring on your Merchant Account Number hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

**23.5. Confidentiality.** All information or materials which could reasonably be considered confidential or competitively sensitive that you access from or relate to either Vendor(s) or Servicers related to the subject matter of these Wireless Services Terms will be considered confidential information. You will safeguard our confidential information with at least the same degree of care and security that you use for your confidential information, but not less than reasonable care.

**23.6. Termination.** In addition to any other provision in this Agreement, the Wireless Services being provided under this Section 23 may terminate:

- Immediately upon termination of the agreement between us (or our affiliates) and Vendor(s), provided that we will notify you promptly upon our notice or knowledge of termination of such agreement, provided further that if Vendor(s) loses its authority to operate less than all of the Wireless Services or if the suspension of any authority or non-renewal of any license relates to less than all of the Wireless Services, then these Wireless Services Terms will terminate only as to the portion of the Wireless Services affected by such loss of authority, suspension or non-renewal; or
- Immediately if either we or our affiliates or Vendor(s) are prevented from providing the Wireless Services by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority (including without limitation the FCC).

**23.7. Effect of Termination.** Upon termination of this Wireless Services Terms for any reason, you will immediately pay to us all fees due and owing to us hereunder. If these Wireless Services Terms terminates due to a termination of the agreement between us or our affiliates and Vendor(s), then we may, in our sole discretion, continue to provide the Wireless Services through Vendor(s) to you for a period of time to be determined as long as you continue to make timely payment of fees due under these Wireless Services Terms.

**23.8. Third Party Beneficiaries.** Our affiliates and Vendor(s) are third party beneficiaries of these Wireless Services Terms and may enforce its provisions as if a party hereto.

**23.9. Other Applicable Provisions.** You also agree to be bound by all other terms and conditions of this Agreement.

**23.10. Disclaimer.** Wireless Services use radio transmissions, so Wireless Services can’t be provided unless your Wireless Equipment is in the range of one of the available Wireless Networks’ transmission sites and there is sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather,

topography, buildings, vegetation, and other features. Processor shall not be liable for any loss of control or data that may result from the use of the Service. Processor shall not be liable for any loss of control or data that may also cause failed transmissions or other problems. PROCESSOR, BANK, AND VENDOR(S) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES RELATING TO WIRELESS SERVICES. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE WIRELESS SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF

## 24. Special Provisions Regarding Gift Card Services

Gift Card Services are provided to you by Processor. The Services provided, transactions processed and other matters contemplated under this Section 24 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 24 directly conflict with another provision of this Agreement, in which case the terms of this Section 24 will control; provided, however, that Bank is not a party to this Agreement insofar as it relates to Gift Card Services, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words “we,” “our,” and “us” refer only to the Processor and not to the Bank. The terms and conditions set forth in this Section govern the provision of Gift Card Services.

**24.1. Definitions.** Capitalized terms used in this Section 24 or as defined in the Glossary or elsewhere in this Section.

- a) “ACH” means the Automated Clearing House system.
- b) “Affiliated Issuer(s)” means each Client Affiliate and/or franchisee that enters into an Affiliated Issuer Agreement, in the form required and provided by Processor.
- c) “Database” means the database on which Gift Card Data for each Gift Card issued under the Program is processed and maintained.
- d) “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 issue Gift Cards and/or process transactions using Gift Cards issued under the Program. Designated Location may also include any help desk or IVR through which transactions are processed under the Program.
- e) “Enhanced Features” means the additional program functionality offered to you pursuant to the Enhanced Features set-up form.
- f) “Gift Card” means an encoded device that accesses Gift Card Data maintained in the Database.
- g) “Gift Card Data” means the current value and record of transactions corresponding to each Gift Card issued under the Program.
- h) “Gift Card Equipment” means any POS Terminal, software or other similar telecommunications equipment that has been programmed and certified to Processor’s specifications in order to transmit Gift Card Data and process online transactions under the Program.
- i) “Gift Card Holder” means any person in possession of or that uses a Gift Card.
- j) “Gift Card Number” means the identifying number of a Gift Card.
- k) “Gift Card Production Company” means a company selected and retained by Processor or you to produce Gift Cards and provide related products or services for the Program.
- l) “IVR” means an automated Interactive Voice Response system accessed via a toll-free telephone number.
- m) “POS Terminal” means an electronic Point-Of-Sale terminal placed in a Designated Location which is connected to Processor’s system via telephone lines and is designed to swipe Gift Cards.
- n) “Program” means your program pursuant to which you issue Gift Cards to Gift Card Holders and Processor provides the Services to enable such Gift Card Holders to use such Gift Cards to purchase goods and services at Designated Locations.
- o) “Services” means the services provided by Processor in connection with the Program as further described in this Section.

**24.2. Services.** Processor agrees to provide the Services set forth below in connection with the Program.

- a) Processor will arrange for the production of all Gift Cards and all other services related thereto by the Gift Card Production Company for the Program in accordance with the specifications and fees set forth on the Gift Card Set-Up Form (the “Gift Card Set-Up Form”), which is incorporated by reference herein.
- b) Processor shall establish, process and maintain Gift Card Data on the Database.
- c) Processor shall provide you and your Affiliated Issuers with the capability to process selected transactions under the Program through Gift Card Equipment at Designated Locations.
- d) Upon receipt of transaction information from a Designated Location by the Database, Processor will compare the proposed transaction amount with the account balance maintained on the Database corresponding to the Gift Card or Gift Card Number that was presented at the Designated Location. If the account balance is greater than or equal to the amount of the proposed transaction, Processor will authorize the transaction. If the account balance is less than the amount of the proposed transaction, Processor will decline the transaction. If your Gift Card Equipment supports “split tender” and the account balance is less than the amount of the proposed transaction, Processor will authorize the transaction for the amount of the account balance, and return a message and/or receipt to the Gift Card Equipment showing the remaining amount of the transaction to be collected by you. You understand and agree that an Authorization by Processor only indicates the availability of sufficient value on a Gift Card account at the

time of your authorization of the transaction. Processor shall not be liable for any loss of control or data that may result from the use of the Service. Processor shall not be liable for any loss of control or data that may also cause failed transmissions or other problems. PROCESSOR, BANK, AND VENDOR(S) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES RELATING TO WIRELESS SERVICES. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE WIRELESS SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF

- e) Processor shall provide an IVR, twenty-four (24) hours per day, seven (7) days per week through which you and Gift Card Holders may obtain Gift Card balances.
- f) Processor shall provide a Gift Card product support help desk through which you may process selected transactions under the Program. Support is currently available Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time (excluding holidays). The hours and days of support are subject to change at any time; provided that (i) Processor will provide advance notice of any change in the hours and days; and (ii) the total number of hours shall not be less than 40 in any regular work week (excluding holidays).
- g) Processor will provide you with Gift Card transaction reports, accessible by you through a designated Internet site. Processor will maintain reports on the Internet site for Client’s use for a period of six (6) months. Processor may, in its discretion, provide additional or custom reports or report formats, as may be requested by you from time to time, at a fee to be determined by Processor.
- h) You will at all times own all right, title and interest in and to all Gift Card Data generated under the Program. During the term, Processor will retain the Gift Card Data for each Gift Card on the Database for a period of twenty-four (24) months following the date that the account balance reaches zero. Thereafter, during the term, Processor may remove the Gift Card Data from the Database and archive such Gift Card Data in any manner determined by Processor in its reasonable business judgment. Notwithstanding the foregoing, within ninety (90) days of your written request, during the first twelve (12) months following the expiration or termination of the Gift Card Services, Processor will compile a data report of the Gift Card Data stored in the Database, in Processor’s standard format, at a fee to be determined by Processor. Processor shall deliver your Gift Card Data to you in a mutually agreeable format. Processor shall have no obligations with respect to your Gift Card Data following delivery to you.
- i) Enhanced Features are made available to you, you may choose additional Enhanced Features pursuant to the Enhanced Features set-up form and you expressly authorize Processor, and Processor agrees to provide Services with respect to Gift Cards sold and activated by third party distributors. As between Processor and you, you shall be responsible for any acts or omissions of each third party distributor in connection with the sale or activation of any Cards. You and Processor agree that Processor shall not be deemed to have failed to provide Services outlined herein with respect to any Card sold and activated by any third party distributor, including through any Designated Location, to the extent any such failure by Processor is caused in whole or in part by any failure of any third party distributor or you to provide to Processor information regarding the sale and activation of such Card that is accurate, complete, timely and formatted in accordance with Processor’s instructions and specifications in all respects. Additional fees and charges may apply, including separate third party fees, for any Enhanced Features chosen by you. You may only work with Processor approved third party distributors.

**24.3. Your Responsibilities.** Your responsibilities are set forth below and elsewhere in this Section.

- a) You will accept for processing any transaction initiated by one of your customers using a Gift Card pursuant to the Services without discrimination with regard to the customer who initiated the transaction.
- b) You will securely maintain all transaction records and other records required by law or regulation to be maintained in connection with the operation of the Gift Card Equipment or the Program. You will download and securely store any and all Gift Card transaction reports for future reference. In the event that you need a report for a period past such six (6) months, Processor may provide such requested report to you at a fee to be determined by Processor.
- c) You will make your personnel and records available to Processor, its agents and contractors, all within such time and in such forms or manner as may be reasonably necessary to enable Processor to perform the Services promptly and in an efficient manner.
- d) You shall be responsible, at your sole cost and expense, for the sale and other distribution of Gift Cards to Gift Card Holders and for any marketing or advertising of the Program.
- e) You shall obtain, operate and maintain, at your sole cost and expense, all Gift Card Equipment required to enable you and Affiliated Issuers to electronically transmit Gift Card Data in accordance with Processor’s specifications from all Designated Locations to the Database.
- f) You are solely responsible for obtaining Authorization in advance of each transaction. You are solely responsible for any losses incurred in conducting transactions when an Authorization is not obtained, including, without limitation, transactions conducted when the Database or the Gift Card Equipment is not in service. You assume all risk of erroneous or fraudulently obtained Authorizations, unless such erroneous or fraudulently obtained Authorization is caused directly by Processor. You understand and agree that an Authorization by Processor only indicates the availability of sufficient value on a Gift Card account at the time of Authorization and does not warrant that the person presenting the Gift Card or Gift Card Number is authorized to use such Gift Card or Gift Card Number. You are responsible for the accuracy of all data transmitted by it for processing by Processor.
- g) You shall be responsible for accessing and comparing the reports supplied by Processor to its own records and promptly notifying Processor of any necessary adjustments to Gift Card accounts. You acknowledge that Processor will make adjustments to Gift Card

h) You shall comply and shall ensure that all Affiliated Issuers comply with all laws and regulations applicable to the Program. You acknowledge and agree that you are solely responsible for interpreting all laws and regulations applicable to the Program, for monitoring changes in laws and regulations applicable to the Program, and for determining the requirements for compliance with laws and regulations applicable to the Program. Processor shall be entitled to rely upon and use any and all information and instructions provided by you for use in performing the Services, and Processor shall have no liability whatsoever for any noncompliance of such information or instructions with laws or regulations.

i) As between you and Processor, you shall bear all risk related to the loss or theft of, alteration or damage to, or fraudulent, improper or unauthorized use 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 or Gift Cards which you request to be delivered in a pre-activated state, whether such loss occurs before or after delivery of such Gift Cards to you or your Designated Location.

j) Processor and you agree that during the term: (i) Processor will be the sole and exclusive provider of the Services to you and your Affiliated Issuers; and (ii) you will not directly or indirectly, offer or promote any other proprietary, closed network, online Gift Card or similar access device.

k) You may allow Affiliated Issuers to participate in the Program; provided, however that (i) you shall be responsible for ensuring that all Affiliated Issuers comply with the terms and conditions of this Section and the separate Affiliated Issuer Agreement, and (ii) you shall be jointly and severally liable for all fees and other amounts payable to Processor in connection with any activities of Affiliated Issuers related to this Section, including but not limited to Gift Card transactions.

l) You are responsible for any settlement of funds among Affiliated Issuers and Designated Locations.

m) You may only use, distribute or accept the Gift Cards and the Gift Card Services in connection with the bona-fide sale of goods and services at your place of business and for no other purpose. You will not use, distribute or accept the Gift Cards or the Gift Card Services for any illegal purpose, including but not limited to transactions prohibited by the Unlawful Internet Gambling Enforcement Act or the rules and regulations promulgated by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury.

**24.4. Fees and Payment.** In addition to all other rights we have under the Agreement you shall pay Processor the fees set forth on the Gift Card Set-Up Form. You shall also be responsible for the payment of any taxes imposed by any applicable governmental authority in connection with any products or services covered by this Section (other than those taxes based solely on the net income of Processor). All fees for the Services shall be paid via an ACH transfer of funds from a bank account designated by you. To authorize the ACH transfers, you agree to execute the ACH Authorization on the Gift Card Set-Up Form. In the event that fees cannot be collected from you as set forth above, Processor reserves and may exercise all other rights to collect any fees due.

#### 24.5. Termination.

a) The provision of Gift Card Services may be terminated at any time: (i) by either party in the event that the other materially breaches any term or condition of this Section and fails to cure such breach within thirty (30) days of written notice of such breach from the non-breaching party; (ii) by Processor if you fail to pay any amount due within ten (10) Business Days after written notice to you of your failure to pay such amount; (iii) by Processor upon written notice to you in the event that your operation of the Program results in a violation of law or regulation (by you, an Affiliated Issuer or Processor); (iv) by you if Processor increases its rates under Section 24.4(c) above and you provide thirty (30) days written notice of termination within thirty (30) days of receiving notice of said increase; or (v) by either party upon written notice to the other after the filing by the other of any petition in bankruptcy or for reorganization or debt consolidation under the federal bankruptcy laws or under any comparable law, or upon the other party's making of an assignment of its assets for the benefit of creditors, or upon the application of the other party for the appointment of a receiver or trustee of its assets.

b) If (i) the Gift Card Services are terminated for any reason other than Processor's material breach prior to the expiration of the initial term, or (ii) you suspend or terminate the Program prior to the expiration of the initial term except as provided for in Section 24.5 (a) (iv), nothing in this subsection shall prohibit or limit Processor's right to recover damages or any other amounts owing Processor in the event that the Gift Card Services are terminated by Processor due to a breach by you or shall be deemed to waive or otherwise limit your obligations pursuant to Section 24.6 (a).

c) If requested by you, Processor may, in its sole and absolute discretion, continue to provide the Services for all previously issued and unexpired (if applicable) Gift Cards for up to twelve (12) months following the termination of the Gift Card Services; provided, however, that Processor shall not activate any new Gift Cards after the effective date of termination. Processor's obligation to provide continuing Services after termination is contingent upon your agreement to pay for such Services and to conduct your operations in accordance with the terms of this Section, and Processor may require advance payment for some portion or all of the estimated cost of such Services to be provided after termination.

e) The provisions of Sections 24.3 (f), (g), (h), (i), (k) and (l), and Sections 24.4, 24.5(b), 24.5(c), 24.5(d), 24.6 and 24.7 hereof shall survive any termination of this Agreement.

#### 24.6. Indemnification.

a) You shall indemnify and hold harmless Servicers, their directors, officers, employees, agents and their respective Affiliates from and against any and 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 of you or an Affiliated Issuer to comply with any law or regulation applicable to the Program; (ii) any dispute between you and any Affiliated Issuer, or you and any Gift Card Holder, or an Affiliated Issuer and any Gift Card Holder, including, without limitation, any dispute regarding the goods or services purchased using a Gift Card or the payment of any amounts owed or alleged to be owed by one or more such persons to any other such persons; (iii) any instructions or procedures that you may provide to Processor in connection with the Program and Processor's compliance therewith; (iv) any actual or alleged loss or theft of, alteration or damage to, or fraudulent, improper or unauthorized use of any Gift Card, Gift Card Number or PIN; (v) use or operation of Gift Card Equipment by you or an Affiliated Issuer; and (vi) any Claim or action against Servicers for actual or alleged infringement of any patent, copyright, trademark, trade secret or other proprietary right of any person arising in connection with the production of Gift Cards or related products for you using artwork, designs, specifications or concepts provided by you.

b) Processor shall indemnify and hold harmless you and your directors, officers, employees, agents and Affiliate Issuers from and against any and all third party Claims to the extent that any such Claim is caused by or arises out of: (i) any failure of Processor to comply with any law or regulation applicable to the Program; or (ii) any error in the Database, unless the error is caused by incorrect information submitted by you or is otherwise made in accordance with your instructions.

24.7. Patents, Copyrights, Intellectual Property, etc. You shall have no interest whatsoever, including copyright interests, franchise interests, license interests, patent rights, property rights or other interest in the Services provided hereunder. These provisions are not to be construed as granting to you any patent rights or patent license in any patent, which may be obtained in respect of the Services. Artwork created by Processor on behalf of you remains the property of Processor. You retain ownership of any artwork supplied to Processor.

24.8. Limitation of Liability; Disclaimer of Warranties. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, SERVICERS' CUMULATIVE AGGREGATE LIABILITY FOR ANY LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES ARISING OUT OF RELATED TO THIS SECTION FOR ANY CAUSE WHATSOEVER REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY YOU AND, IN ANY EVENT, SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID TO PROCESSOR BY YOU UNDER THIS SECTION DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THAT THE LIABILITY ARISES, OR (II) TWENTY THOUSAND DOLLARS (\$20,000)..

### 25. Terms of Equipment Purchase or Rental

This Section 25 governs any equipment that is rented to you on a month to month basis or that is sold to you by Processor under the Merchant Processing Application, subsequent purchase or rental agreements and/or other documentation provided in connection with the purchase or rental of Equipment ("Equipment Documents"). If your Application or other documents reflect that your equipment is leased, then the provisions of your lease agreement are governed by your Equipment Lease Agreement. Equipment rented to or purchased by you under this Section 25 is referred to in this section as the "Equipment." THE EQUIPMENT IS BEING SOLD OR RENTED TO YOU FOR USE IN YOUR BUSINESS AND IS NOT BEING SOLD OR RENTED TO YOU FOR HOUSEHOLD OR PERSONAL USE. Sales and rentals of equipment are made by Processor. Bank is not a party to this Agreement insofar as it relates to sales and rental of equipment and Bank is not liable to you in any way with respect to such services. For purposes of this section the words "we," "our" and "us" refer only to Processor and not to Bank. The Agreement between Processor and you as set forth in this section is referred to as the "Equipment Agreement," and the full Agreement of which the Equipment Agreement is a part is referred to as the "Merchant Agreement."

Warranties, if any, for the Equipment or any related Software originate from the applicable third party provider or manufacturer ("Vendor"). Materials or documents, if any, setting forth warranty terms, conditions, exceptions, exclusions and disclaimers will be contained within the packaging shipped from the Vendor.

We or third parties designated by us will only provide help desk support for Equipment purchased or rented from us under the Equipment Documents, and we will not provide any such support or related services for any other products or equipment.

YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU PURCHASED OR RENT FROM US OR SUBSEQUENTLY PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IN THE EVENT THAT YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE

**25.1. Purchased Equipment; Supplies.** We will sell to you, and you will buy from us the Equipment identified in the Merchant Agreement as being purchased by you (the "Purchased Equipment"), free and clear of all liens and encumbrances (subject to Section 25.7), except that any "Software" (as defined in Section 25.8) will not be sold to you outright but instead will be provided to you pursuant to, and subject to the conditions of Section 25.8 of this Agreement. You shall pay the purchase price specified for the Purchased Equipment and the related software license(s), including all applicable tax and shipping and handling charges prior to the effective date of the Equipment Agreement or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 25.5. We will provide you supplies as requested by you from time to time. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 25.5. (Maintenance and repair of merchant-owned equipment is your responsibility). Should your terminal become inoperable, we can provide you with equipment at a monthly rental fee. There will also be a nominal shipping and handling fee. For such rental equipment contact the POS Help Desk.)

**25.2. Rental Equipment.** We agree to rent to you and you agree to accept and rent from us the Equipment identified in the Merchant Agreement as being rented to you (the "Rental Equipment"), according to the terms and conditions of this Section 25. In addition, any rental equipment ordered by you during the term of the Merchant Agreement shall also be governed by the terms of this Equipment Agreement.

**25.3. Effective Date and Term of Equipment Agreement.** This Equipment Agreement shall become effective on the first date you receive any piece of Equipment covered by this Equipment Agreement. This Equipment Agreement will remain in effect until all of your obligations and all of our obligations under this Equipment Agreement have been satisfied. We will deliver the Equipment to the site designated by you. You shall be deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation, (b) delivery to you if your site is not prepared and ready for installation or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period with respect to each piece of Rental Equipment shall commence on the date such Equipment is deemed accepted and shall terminate at the scheduled termination date (but not upon any early termination) of your Merchant Agreement and/or any other agreement then in effect with us for Card services. The provisions of this Equipment Agreement shall survive the termination or expiration of the Merchant Agreement and continue until all equipment rented from us is returned or paid for.

**25.4. Site Preparation; Installation & Maintenance.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. You will support the installation in accordance with our requirements.

- Upon request, you must allow us (or our agents) reasonable access to the premises where Authorization terminals or other communications Equipment (e.g., printers) are or will be located.
- Any alterations required for installation of Authorization terminal(s) or other communications Equipment will be done at your expense.
- Only we or our agents can alter or modify Authorization terminal(s) or other communications equipment owned by us.
- If a terminal or printer appears to be defective, you must immediately call the POS Help Desk.
- You are responsible for safeguarding Authorization terminals or other Equipment from loss, damage, unauthorized use, misuse or theft. We should be notified immediately regarding any damage to or loss of communications equipment.
- If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.
- You are responsible for keeping all communication Equipment free of any claims, liens and legal processes initiated by creditors.
- Equipment may not be subleased at any time. The cost of comparable new Equipment, as well as any associated legal and/or collection costs incurred by us or the owner of the Equipment, will be assessed to you for each piece of Equipment not returned upon termination of the Agreement by either party, or upon request for the return of the Equipment for any reason.
- You may not relocate, remove, disconnect, modify or in any way alter any equipment used in connection with the services we are providing to you without first obtaining our permission.
- You must provide us with thirty (30) days' prior written notice to request the relocation of any Equipment.
- Should you require additional equipment, you must contact Relationship Management or Customer Service (there may be additional costs or fees charged to you in connection with any new equipment ordered, including download fees).

- a) The monthly rental charge specified in the Merchant Agreement shall be due and payable on the first day of each month of the rental period for each piece of Rental Equipment, except that the first payment of the monthly rental charge for each piece of Rental Equipment shall be due and payable upon acceptance of such Equipment by you at the location designated in the Merchant Agreement or, upon delivery if the site is not prepared for installation (as provided in Section 25.3). The monthly rental charge for fractions of a calendar month shall be prorated based on a thirty (30) day month.
- b) You hereby authorize us to collect all amounts due from you under this Equipment Agreement by initiating debit entries for such amounts to your account designated pursuant to the Merchant Agreement to be debited and credited for amounts due from and to you under the Merchant Agreement (the "Settlement Account") or by deducting such amounts from amounts due to you from TeleCheck or Servicers. All Authorizations and other provisions in your Merchant Agreement regarding the debiting and crediting of your Settlement Account apply with equal force with respect to amounts due to or from you under this Equipment Agreement. This authority will remain in full force and effect until we have given written notice to your bank where your Settlement Account is maintained that all monies due from you under this Equipment Agreement have been paid in full.
- c) In addition to the purchase price or monthly rental charge due hereunder, you shall pay, or reimburse us for, amounts equal to any taxes, levies, shipping fees, duties or assessments, however designated, levied or based on such charges, or on this Equipment Agreement or the Equipment and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise taxes, exclusive, however, of taxes based on our net income.
- d) As indicated in the Merchant Agreement, separate charges will apply for supplies; they are not included in monthly rental charges.

**25.6. Use and Return of Equipment; Insurance.**

- a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the services provided under your Merchant Agreement. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.
- b) You shall not permit any physical alteration or modification of the Equipment without our prior written consent.
- c) You shall not change the installation site of the Equipment without our prior written consent, which consent we will not unreasonably withhold.
- d) You shall not assign your rights or obligations under this Equipment Agreement, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment to any other person, firm or organization without our prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.
- e) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.
- f) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.
- g) Promptly upon termination of all applicable rental periods or promptly following any action by us pursuant to Section 25.11(b), you shall deliver possession of the Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, reasonable wear and tear excepted.
- h) For each item of Rental Equipment that you fail to return to us at your cost in the same operating order, repair, condition and appearance that it had at the time of delivery to you, reasonable wear and tear excepted, by the 10th Business Day after (i) termination of the applicable rental period, or (ii) any action by us pursuant to Section 25.11(b), you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us. We may collect such amounts in the manner provided in Section 25.5 and to the extent we are unable to do so, you agree to pay us the amounts owed promptly.
- i) Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.
- j) You shall keep the Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Equipment shall not relieve you from your obligation to pay the full purchase price or rent payable hereunder.
- k) Except for Purchased Equipment that has been paid in full, the Equipment shall be kept at the address indicated in the Merchant Agreement and shall not be removed from there without our prior written consent (except where normal use of the Equipment requires temporary removal).
- l) In order to return equipment, you should:
  - Call Customer Service for the address of the location to send the equipment.

1. Client name, complete address and phone number.
2. Name of person to contact if there are any questions.
3. Your Merchant Account Number.
4. Serial number of the terminal (found on the underside of the terminal).

• Please maintain proof of delivery documents for your records, and the serial number from the bottom of the terminal.

• Rental fees may be continued until equipment is returned.

**25.7. Security Interest; Financing Statements.** You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price, and (b) all Rental Equipment and the related Software to secure payment of the monthly payments therefor and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

**25.8. Software License.** Anything in this Equipment Agreement to the contrary notwithstanding, we or certain third parties retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively "Software"), and you shall have only a nonexclusive, non-transferable license to use the Software in your operation of the Equipment for the purposes set forth in this Agreement. Nothing in this Agreement confers any title or ownership of any such Software to you or shall be construed as a sale of any rights in any such Software to you. You agree to accept, agree to be bound by all applicable terms and conditions of use and other license terms applicable to such Software. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any third party access to the Software without our prior written consent. Your obligations under this Section 25.8 shall survive the termination of this Agreement.

**25.9. Limitation on Liability.** Notwithstanding any provision of this Agreement to the contrary, and in addition to the limitations and disclaimers set forth in Section 13 of this Agreement (including without limitation the disclaimers in Section 13.2 of this Agreement, our liability arising out of or in any way connected with the Equipment or related Software shall not exceed the purchase price or prior twelve month's rent, as applicable, paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Equipment Agreement will be your sole and exclusive remedies.

**25.10. Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, resulting from (a) the purchase, delivery, installation, acceptance, rejection, ownership, leasing, possession, use, operation, condition, liens against, or return of the Equipment, or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

In addition to your other obligations hereunder, You acknowledge and agree that the "use" and "operation" of the Equipment for which you will indemnify and hold us harmless shall include, but not be limited to, You loading additional software onto Equipment or using such software, or using Equipment or Software to access the Internet.

#### **25.11. Default; Remedies.**

- a) If any debit of your Settlement Account initiated by us for rent and/or other charges due hereunder is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision in this Equipment Agreement, or if any other default occurs under the Merchant Agreement, any such event shall be a default hereunder.
- b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either: (i) terminate the period of rental and our future obligations under this Equipment Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this Equipment Agreement shall terminate as soon as your obligations to us are satisfied, or (ii) accelerate and declare immediately due and payable all monthly rental charges for the remainder of the applicable rental period and proceed in any lawful manner to obtain satisfaction of the same.

**25.12. Assignment.** Subject to the following provisions, this Equipment Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not assign or transfer this Equipment Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Equipment Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Equipment Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Equipment Agreement.

## **26. Special Provisions Regarding TransArmor® Services**

If you elect to utilize the TransArmor Service, the following additional terms and conditions of this Section 26 shall apply.

The TransArmor Service is provided by Processor and the Bank. Bank is not a party to this Agreement insofar as it applies to the TransArmor Service, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not the Bank.

The TransArmor Service provided, transactions processed and other matters contemplated under this Section 26 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 26 directly conflict with another provision of this Agreement, in which case the terms of this Section 26 will control.

**26.1. Definitions.** Capitalized terms used herein shall have the meanings given to such terms as set forth in this Section 26 or as defined elsewhere in this Agreement.

**Multi-PayToken** means the option to support businesses that need to submit a financial transaction in a card-not-present situation. These tokens are unique to each merchant that uses them and are stored in place of the primary account number (PAN). With these tokens, merchants can initiate new or recurring payments within their own environment instead of using the original card number.

**Multi-PayToken** allows a Token Registration process a non-financial transaction to request a token to be placed in their payment page or "e-wallet" for future or recurring payments. It is common for eCommerce merchants to ask their customers to register by providing profile information such as name, address, and phone number to the merchant website before or upon checkout.

**Registered PAN** means as the processing of creating a Client specific Token for a PAN.

**Token/Tokenization** means a form of data substitution replacing sensitive payment card values with non-sensitive token, or random-number, values. Post-authorization transactions are handled via Processors SafeProxy tokenization technology, which returns a token with the transaction's authorization to the merchant. Tokens are shared universally with other merchants and cannot be used to initiate a financial transaction.

**Token Request** means your ability to obtain a Muti-Pay Token for credit card information only without an immediate authorization required which permits you to store a Multi-Pay Token for future transactions involving its customer.

TransArmor Service means those services described below and may be either TransArmor VeriFone Edition Service or TransArmor Base Service as described below.

**26.2. Grant of License.** Processor grants to you a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this Section 26 to use the TransArmor Service and the TransArmor Service Marks (as identified in the TransArmor Rules and Procedures) in the United States in accordance with this Section 26, including without limitation the TransArmor Rules and Procedures. Any rights with respect to the TransArmor Service not expressly granted by Processor in this Section 26 are deemed withheld.

**26.3. Services.** The TransArmor Service applies only to Card transactions sent from you to us for authorization and settlement pursuant to the Agreement, and specifically excludes electronic check transactions. Processor will provide an encryption key to you to be used to encrypt (make unreadable) Card data during transport of the authorization request from your point of sale to Processor's systems. During the period when the transaction is being transmitted to Processor for authorization processing, all historical transaction data, including Card number and full magnetic stripe data (track data and expiration date), will be encrypted. Processor will then generate or retrieve a unique, randomly generated token assigned to the Card number that will be returned to you in the authorization response (the "Token"). You must select one of the two options for the TransArmor Service as indicated on the Merchant Processing Application:

- TransArmor VeriFone Edition. This service option is limited to those clients which have an eligible VeriFone point of sale ("POS") devices and desire the software or hardware based encryption and tokenization to be activated through the VeriFone device.
- TransArmor Base Service. This service option provides software based encryption and tokenization that is available to all clients to integrate into their POS or the point of sale device, if available.

**26.4. Responsibilities of Client.** You are responsible to comply with the following regarding your use of the TransArmor Service:

- a) You are required to comply with the Association Rules, including taking all steps required to comply with the Payment Card Industry Data Security Standards (PCI DSS). You must ensure that all third parties and software use by you in connection with your payment processing are compliant with PCI DSS. Use of the TransArmor Service will not, on its own, cause you to be compliant or eliminate your obligations to comply with PCI DSS or any other Association Rule. You must demonstrate and maintain your current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable, and if applicable to your business, passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with Association Rules and PCI DSS.
- b) Use of the TransArmor Service is not a guarantee against an unauthorized breach of your point of sale systems or any facility where you process and/or store transaction data (collectively, "Merchant Systems").
- c) You must deploy the TransArmor Service (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your Merchant Systems including replacing existing Card numbers on your Merchant Systems with Tokens. Full Card numbers must never be

retained, whether in electronic form or hard copy.

- d) You must use the Token in lieu of the Card number for ALL activities subsequent to receipt of the authorization response associated with the transaction, including without limitation, settlement processing, retrieval processing, chargeback and adjustment processing and transaction reviews.
- e) Any POS device, gateway and/or VAR you use in connection with the TransArmor Service must be certified by FDMS for use with the TransArmor Service.
- f) If you send or receive batch files containing completed Card transaction information to/from Processor, you must use the service provided by Processor to enable such files to contain only Tokens or truncated information.
- g) You must use truncated report viewing and data extract creation within reporting tools provided by Processor.
- h) You are required to follow rules or procedures we may provide to you from time to time related to your use of the TransArmor Service ("TransArmor Rules and Procedures"). We will provide you with advance written notice of any such rules or procedures or changes to such rules or procedures.
- i) You have no right, title or interest in or to the TransArmor Service, any related software, materials or documentation, or any derivative works thereof, and nothing in this Agreement assigns or transfers any such right, title or interest to you. You shall not take any action inconsistent with the stated title and ownership in this Section 26. You will not file any action, in any forum that challenges the ownership of the TransArmor Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate this Section 26 and your access to and use of the TransArmor Service in the event of a challenge by you. No additional rights are granted by implication, estoppel or otherwise.
- j) You will not: (i) distribute, lease, license, sublicense or otherwise disseminate the TransArmor Service or any portion of it to any third party; (ii) modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the TransArmor Service or any portion of it; or (iii) sell, license or otherwise distribute the TransArmor Service or any portion of it; (iv) make any copies, or permit any copying, of the TransArmor Service or any portion of it; or (v) use any portion of the TransArmor Service as a standalone program or in any way independently from the TransArmor Service. If any portion of the TransArmor Service contains any copyright notice or any other legend denoting the proprietary interest of Processor or any third party, you will not remove, alter, modify, relocate or erase such notice or legend on such item.
- k) You will only use the TransArmor Service for your internal business purposes in a manner consistent with this Agreement.
- l) You will use only unaltered version(s) of the TransArmor Service and will not use, operate or combine the TransArmor Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in this Section 26.
- m) You will promptly notify us of a breach of any terms of this Section 26.

**26.5. Amendment, Modification and Termination.** Unless prohibited by applicable law, we may modify this Section 21 by providing notice of such modifications to you. You may choose not to accept the requirements of any such modifications by notifying us in writing within thirty (30) days after receiving such notice that you are terminating this Section 21.

The TransArmor Service being provided under this Section 21 may be terminated upon thirty days written notice from one party to the other party.

**26.6. Fees.** You shall pay Processor the fees for TransArmor Service as set forth on the Application.

**26.7. TransArmor Limited Warranty.** Processor warrants that the Token returned to you, as a result of using the TransArmor Service, cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside the Merchant Systems. This warranty by Processor is referred to herein as the "Limited Warranty" and is subject to the terms and conditions set forth in this Section 26. To be eligible for the Limited Warranty, you must maintain a processing relationship with Processor and be in compliance with all the terms of the Agreement, including this Section 26, and any other agreement relating to Cards eligible for the TransArmor Service. Subject to the terms, conditions and limitations set forth in the Agreement, including the limitation of liability provisions, Processor agrees to indemnify and hold you harmless from direct damages, including third party claims, resulting from Processor's breach of the Limited Warranty. Notwithstanding the foregoing or anything in the Agreement to the contrary, Processor's (and its affiliates) maximum liability (including any liability arising under any indemnification obligation or with respect to the Limited Warranty) under the Agreement (including this Section 21) will not exceed an amount equal to the lesser of (i) Processor's (and its affiliates') maximum liability for damages to you for a breach of its general obligations under the Agreement; or (ii) \$150,000.00. The express remedy for Processor's breach of the Limited Warranty set forth in this paragraph constitutes Processor's entire liability and your sole and exclusive remedy for Processor's breach of the Limited Warranty. The Limited Warranty is void if (i) you use the TransArmor Service in a manner not contemplated by, or in violation of, the Agreement, including this Section 26, or any other agreement relating to Cards eligible for the TransArmor Service or (ii) you are grossly negligent or engage in intentional misconduct.

**26.8. TransArmor Disclaimer.** IN ADDITION TO THE DISCLAIMERS SET FORTH IN

THE AGREEMENT, THE FOLLOWING DISCLAIMER APPLIES TO THE TRANSARMOR SERVICE: EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 26, PROCESSOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED WITH REGARD TO THE TRANSARMOR SERVICE INCLUDING THE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE TRANSARMOR SERVICE.

**26.9. Third Party Beneficiary.** Processor has been granted the right by FDMS to sublicense the TransArmor Service and the TransArmor Service Marks to you. As such, FDMS is a third-party beneficiary to this Section 21, with the right to receive all benefits that Processor receives under this Section 21 and the right to initiate enforcement of the terms of this Section 21 including applicable terms of this Agreement against you at FDMS' sole discretion. "FDMS" means First Data Merchant Services Corporation, a Florida corporation (including its successors or assigns).

## 27. Special Provisions Regarding Fraud Detection Services

If you elect to receive Fraud Services from us, then the following terms and conditions of this Section, referred to as the Fraud Services Terms, shall apply.

The Fraud Detection Service is provided to you by Processor and not Bank. Bank is not a party to this Agreement insofar as it applies to the Fraud Detection Service, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words "we," "our" and "us" refer only to the Processor and not the Bank.

Through our strategic agreement with First Data and their agreement with Accertify, Inc. we have acquired the right to sublicense the access and use of Intercept, Intercept, NOW and Intercept SHARE, which are software systems and related services that will help you efficiently reduce your exposure to fraudulent transactions (the "Fraud Services"). The Fraud Services are proprietary products and services of Accertify, Inc., and may include specific data and services from third party service providers for things like geolocation or device identification, which are specific tools used together with Accertify's software. For all purposes of the Fraud Services Terms, the term Fraud Services includes any such third party data or service providers accessed through any of Accertify's proprietary software described above.

**27.1. Software Licenses.** We hereby grant you a non-exclusive, non-transferable, limited sublicense to use the Fraud Services for the duration of this Agreement, or until otherwise terminated, solely in connection with your use of the payment and processing services otherwise described in this Program Guide. You acknowledge that the only right you obtain to the Fraud Services is the right to use the Fraud Services for the screening and review of your own transactions in accordance with the terms in this Section.

The Fraud Services and related materials include confidential, competitively sensitive and trade secret information, processes, software, user interfaces and other elements. You are not permitted to allow any third party service provider access to these materials or to 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.

**27.2. Reservation of Rights.** Subject only to the limited sublicense granted herein, we and the Fraud Services provider(s) reserve all ownership rights to our and their respective intellectual property related in any way to the Fraud Services. We reserve the right to alter or suspend the Fraud Services in the event of (i) a violation of Fraud Services Terms or (ii) the termination of the agreement with our Fraud Services provider or other inability to continue to provide the Fraud Services.

**27.3. 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 elements of data from fraudulent transactions may be captured, retained and shared with others to help improve the Fraud Services and prevent further fraud. In no event will the source of any such retained data be disclosed to a third party. You hereby agree to the transmission and use of the data in this manner.

**27.4. Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, THE FRAUD SERVICES ARE PROVIDED TO YOU "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. INCLUDED IN THIS DISCLAIMER ARE BOTH EXPRESS AND IMPLIED WARRANTIES, AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT THE FRAUD SERVICES WILL BE COMPLETELY ACCURATE, ERROR-FREE OR WILL BE AVAILABLE WITHOUT INTERRUPTION.

**27.5. Limitation of Liability.** The Fraud Services provide a tool for you to efficiently make better informed decisions whether to accept or reject transactions that may be fraudulent. There is no assurance that the Fraud Services will accurately identify every instance of fraud, not that every transaction that may appear fraudulent is in fact so. **BY YOUR ACCEPTANCE OF THE TERMS OF THIS PROGRAM GUIDE, AND YOUR USE OF THE FRAUD SERVICES, YOU AGREE THAT, UNDER ANY THEORY OF LAW OR EQUITY, WITH RESPECT TO YOUR USE OF THE FRAUD SERVICES (i) OUR LIABILITY AND THAT OF ANY FRAUD SERVICES PROVIDER SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED TWELVE (12) MONTHS OF FRAUD SERVICES FEES, AND (ii) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY FRAUD SERVICES PROVIDER SHALL HAVE ANY LIABILITY FOR ANY SUBSEQUENT CHARGEBACKS OR LOSS OF REVENUE FROM FALSE POSITIVE FRAUD SCORES OR IN ANY OTHER WAY RELATED TO THE USE**

**27.6. Termination.** Upon termination of the Fraud Services for any reason, you agree to pay any remaining fees or expenses related to your use of the Fraud Services, to cease attempts to access the Fraud Services and to return all user manuals or other materials received in connection with the Fraud Services.

**27.7. Third Party Beneficiaries.** The Fraud Services provider(s) is(are) an intended third party beneficiary of this Section of the Program Guide, and may enforce the terms of this Section directly against you as if it were a party hereto.

**27.8. Your Privacy Policy.** Your privacy policy should reflect the fact that you will subject transactions to fraud screening. You and your privacy legal counsel should consider your specific circumstances and what disclosures will best fit your needs and provide your customers with a clear picture of how customer and transaction data is being used. Example language is set forth below, but is only a suggestion, which you should not adopt without careful consideration and advice of counsel.

**Any information you provide to [Merchant] may be combined with information from other sources and used by [Merchant], or a third party retained by [Merchant], to help detect and prevent fraud.**

## 28. Special Provisions Regarding Buyer Initiated Payments

The terms and conditions set forth in this Section 28 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. These provisions do not apply to any transactions originating from a terminal or software at your business.

**28.1. Description of Buyer Initiated Payments.** Buyer Initiated Payments allow invoices that have been electronically entered at the cardholding buyer's location to be processed by us for settlement to you (the seller of goods and services in B2B transactions) without you manually re-entering the same pieces of card and invoice information. Use of this service only changes the method of payment between you and your Buyer. All other processes between you and the Buyer as it pertains to invoicing, approvals and exceptions will remain as is for each Buyer paying you through this service.

### 28.2. Acceptance of Buyer Initiated Payments.

- There is no hardware, software, or supplies required to accept Buyer Initiated Payments.
- All transactions submitted through a BIP account must be Buyer initiated. You cannot request a terminal or initiate transactions in any way through the Merchant ID established by these terms. Merchant processing must be done through a separate Merchant ID.
- No credits are permitted on BIP accounts. In the event of a dispute regarding a Buyer Initiated Payment, all refunds, discounts, or other remedies must be handled between you and your customer, the Buyer, without the involvement of Servicers.
- It is your responsibility to ensure that only customers that you authorize to submit payments on this account do so. We will not disclose the fact that you are enrolled to receive Buyer Initiated Payments (BIP) to other businesses unless you authorize us to do so.
- If a business does process a payment on the account without your consent, you must handle the matter directly with your customer, the Buyer, without the involvement of Servicer.
- Servicers are responsible for processing the BIP. Any concessions given by your customers such as accelerating payment terms or changing early payment discounts are not administered or enforced by Servicer. Such agreements are strictly part of the relationships between your business and those of your buyers and the resolution to issues arising from those arrangements are to be handled outside of this Agreement.

**28.3. Chargebacks related to Buyer Initiated Payments.** In Buyer Initiated Payment processing, the Buyer (your customer) has control over the payment, and is therefore prohibited from initiating most chargeback types. In the event your buyer initiates a chargeback on this Merchant ID, please contact Servicers.

**28.4. Limitation on Liability/Indemnification.** NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, SERVICER'S CUMULATIVE AGGREGATE LIABILITY FOR ANY LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES ARISING OUT OF RELATED TO THIS SECTION FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CLIENT AND, IN ANY EVENT, SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID TO SERVICERS BY CLIENT UNDER THIS SECTION DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THAT THE LIABILITY ARISES, OR (II) TWENTY THOUSAND DOLLARS (\$20,000).

**28.5. Indemnification.** Client shall indemnify and hold harmless Servicers, its directors, officers, employees, agents and Affiliates from and against any and 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 of Client to comply with this Agreement or any law or regulation applicable to BIP; (ii) any dispute between Client and Buyer; or (iii) any instructions or procedures that Client may provide to Servicers in connection with the Buyer Initiated Payments and Servicers compliance therewith.

**28.6. Processing Specifications.** The following details apply to how Servicers transfers

- Unless otherwise specified by you on the Application, amounts deposited into your account will be in the whole amount of the payment from your customer. After a payment is made by the Buyer (your customer), it typically takes one to three business days for the funds to be deposited into your checking account.
- Unless otherwise specified by you on the Application, the fees applied to your transactions will be debited from your DDA account on or about the first business day of the month following when the transactions occurred. It is your responsibility to ensure that there are no settings on your account prohibiting a debit entry. You must ensure there are adequate funds available in your account.

**28.7. Authorization.** Authorization will occur at the Servicer or relevant Card Organization.

**28.8. Termination.** As stated on your Application, there is no early termination fee associated with BIP accounts. At any time, you are able to terminate service by calling the customer service number listed on your statement. It is your responsibility to contact your Buyers to inform them that a different payment option will be needed on future invoices. We can terminate BIP services upon 30 days notice to you or immediately in the event of your breach of the Agreement.

## 29. Special Provisions Regarding First Data Global Gateway e4 Services

If you elect to utilize the Global Gateway e4 Services, the following additional terms and conditions of this Section 29 shall apply.

The Global Gateway e4 Services are provided to you by Processor and not Bank. Bank is not a party to this Agreement insofar as it applies to the Global Gateway e4 Services, and Bank is not liable to you in any way with respect to the Global Gateway e4 Services. For the purposes of this Section 29, the words "we," "our" and "us" refer only to the Processor and not the Bank.

The Global Gateway e4 Services provided and other matters contemplated under this Section 29 are subject to the rest of this Agreement, as applicable, except to the extent the terms of this Section 29 directly conflict with another provision of this Agreement, in which case the terms of this Section 29 will control.

**29.1. Definitions.** Capitalized terms used in this Section 29 shall have the meanings given to such terms as set forth in this Section 29.1 or as defined in the Glossary or elsewhere in this Section 29.

**Claim** means any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmaturred.

**Confidential Information** means the Global Gateway e4 Services, Documentation, operational procedures, the terms and conditions of this Section 29 (including any schedule, exhibit or addendum), pricing or other proprietary business information, and any other information provided to you by us, whether or not such information is marked as confidential; provided, however, that Confidential Information will not include information that: (a) is or becomes generally known to the public through no fault of yours; (b) was lawfully obtained by you from a third party free of any obligation of confidentiality; (c) was already in your lawful possession prior to receipt thereof, directly or indirectly, from the disclosing party; (d) is independently developed by you without the use of the Confidential Information; (e) is disclosed with our express written permission; or (f) is disclosed pursuant to a lawful court or governmental order, provided you provide us with prompt prior written notice of any proceeding that may involve such an order, and an opportunity to contest any disclosure at such proceeding.

**Customer** means your customer who would like to provide payment for your goods or services.

**Documentation** means any and all manuals and other written materials in any form provided for use with the Software, as amended by us from time to time, the terms of which are incorporated in this Section 29 as if fully set forth herein.

**Global Gateway e4 Services** means the Global Gateway e4sm, payment processing services offered through Global Gateway e4 (including, but, not limited to authorization of transactions, routing transactions to the appropriate payment processing network or third party service provider, transaction responses (approved, declined), and the detailed reporting of those transactions) and Software, as applicable. Global Gateway e4 Services do not include alternative payment products or services that are supported by or may be accessed through the Global Gateway e4 Services and with respect to which you enter into an agreement: (i) with us (which agreement may consist of an amendment to this Agreement or specific terms in this Agreement expressly covering such alternative payment products or services) (such alternative payment products or services, "Separate Products"), or (ii) a third party service provider regarding your participation in such alternative payment products or services (together with Separate Products, the "Excluded Products").

**Intellectual Property Rights** means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries in the world.

**Merchant Account** shall mean an account set up for a merchant that requires a card



**Operational Procedures** means our published policies and procedures contained in the various documents provided to you, as amended from time to time, concerning the Global Gateway e4 Services provided pursuant to this Section, the terms of which are incorporated in this Section as if fully set forth herein.

**Platform** means our operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Section 29 are provided.

**Software** means all protocols, software components and other interfaces and software provided by us to you pursuant to this Section 29, and any and all Updates.

Updates mean an embodiment of the Software that provides enhancements and/or improvements.

**Your Systems** means any web site(s) or interface(s) to the Global Gateway e4 Services that are operated or maintained by you or on your behalf through which transactions are submitted for processing, and all of your other associated systems.

**29.2. Fees.** You shall pay Processor the fees for the Global Gateway e4 Services as set forth on the Application. A separate account with us for Global Gateway e4 Services shall be required for each separate Merchant Account held by you.

**29.3. Term; Termination.** The Global Gateway e4 Services shall commence as of the effective date of this Agreement and shall remain in effect until terminated by either party as provided herein. Either party may terminate the Global Gateway e4 Services upon giving the other party at least thirty (30) days prior written notice. We may suspend or terminate your access to Global Gateway e4 Services without prior notice, with or without cause. Regardless of the reason for termination, you shall be responsible for the payment of all fees due up to and including the effective date of termination.

#### 29.4. License Grant

**29.4.1. License.** Subject to the terms and conditions of this Agreement, we grant to you, and you hereby accept, a non-sublicensable, royalty free, non-exclusive, nontransferable, revocable limited license to use the Global Gateway e4 Services, during the term of this Agreement for the sole and limited purpose of submitting payment transactions to us for processing, and otherwise using Global Gateway e4 Services as set forth herein.

**29.4.2. Documentation License.** Subject to the terms and conditions of this Agreement, we grant to you, and you hereby accept, a non-sublicensable, royalty free, non-exclusive, non-transferable, revocable limited license, to use the Documentation during the term of this Agreement for the sole and limited purpose of supporting your use of Global Gateway e4 Services. You shall strictly follow all Documentation provided to you, as it may be amended from time to time by us, in our discretion. To the extent that there is any conflict between the Documentation and the terms of this Agreement, the terms of this Section 29 shall govern and control.

**29.4.3. Use Restrictions.** You shall not, and shall not cause or permit any third party to: (i) use the Global Gateway e4 Services in any way, other than in accordance with this Agreement, the Documentation or as otherwise instructed by us in writing; (ii) use the Global Gateway e4 Services or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Section 29; (iii) disassemble, decompile, decrypt, extract, reverse engineer or modify the Global Gateway e4 Services, or otherwise apply any procedure or process to the Global Gateway e4 Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Global Gateway e4 Services or any algorithm, process, procedure or other information contained in the Global Gateway e4 Services, except as otherwise specifically authorized in accordance with this Section 29; (iv) provide the Global Gateway e4 Services or Documentation to any third party, other than to your authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of this Section 29; (v) make any copies of the Global Gateway e4 Services or Documentation, except as is incidental to the purposes of this Section 29, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (vi) rent, lease, assign, sublicense, transfer, distribute, allow access to, or timeshare the Global Gateway e4 Services or Documentation; (vii) circumvent or attempt to circumvent any applicable security measures of the Global Gateway e4 Services; (viii) attempt to access or actually access portions of Global Gateway e4 Services not authorized for your use; or (ix) use the Global Gateway e4 Services or Documentation for any unlawful purpose.

**29.4.4. Updates.** From time to time we may, at our discretion, release Updates. In the event we notify you of any such Update, you shall integrate and install such Update into your Systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install Updates in a timely fashion may impair the functionality of the Platform or any of Global Gateway e4 Services provided hereunder. We will have no liability for your failure to properly install the most current version of the Global Gateway e4 Services or any Update, and we will have no obligation to provide support or services for any outdated versions.

**29.4.5. Licensors.** The licenses granted hereunder may be subject to other licenses currently held by us or our subcontractors. Should any license held by us to certain technology or software be terminated or suspended, the corresponding license(s) granted to you hereunder may also be terminated or suspended in our sole and absolute discretion. You acknowledge and agree to such potential termination or suspension and hereby waive any and all damages, whether actual, incidental or consequential resulting therefrom.

**29.4.6. Export Compliance.** You agree that you shall not export, re-export, or transfer the Global Gateway e4 Services or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Global Gateway e4 Services or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (iii) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If you have rightfully obtained the Global Gateway e4 Services' except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Global Gateway e4 Services. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**29.4.7. Federal Acquisition Regulations.** If you are acquiring the Global Gateway e4 Services on behalf of any part of the United States Government (the "Government"), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. First Data Merchant Services Corporation is the contractor/manufacturer, with the address of 3975 N.W. 120th Avenue, Coral Springs, FL 33065. Any use, modification, reproduction, release, performance, display or disclosure of the Global Gateway e4 Services and/or the accompanying documentation by the Government or any of its agencies shall be governed solely by the terms of this Section and shall be prohibited except to the extent expressly permitted by the terms of this Section 29.

**29.4.8. Return/Destruction.** Upon termination or expiration of the Global Gateway e4 Services, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, you shall either return to us, destroy or delete from your Systems, as applicable, the Global Gateway e4 Services, Operational Procedures, Documentation, and any copies thereof, and shall so certify to us in writing.

**29.4.9. No other Licenses.** Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.

**29.4.10. Use of Transaction Data.** As permitted by applicable law and regulations, we reserve the right to copy and distribute to third parties any information associated with your use of the Global Gateway e4 Services or your activities on the Global Gateway e4 to the extent necessary to provide the Global Gateway e4 Services to you.

#### 29.5. Platform Matters.

**29.5.1. Integration with Your Systems.** While we provide Global Gateway e4 Services to you, you acknowledge that the Global Gateway e4 Services itself is insufficient to allow your Systems to function with the Platform. Programming, development and maintenance of your Systems and their functionality are your sole responsibility. You have the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make your Systems function correctly with the Platform and the payment services contemplated hereunder ("Integration"). You shall be responsible for all technical support for your Systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete the Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Section 29, you acknowledge that unless and until you complete the Integration, no services need be provided by us to you pursuant to Section, except as otherwise specifically provided in Section 29.5.2 below. In addition, you acknowledge and agree that, even if you have completed Integration, if you have not entered into a valid merchant processing agreement with an authorized bank card processor, you cannot receive Global Gateway e4 Services.

**29.5.2. Set-Up Assistance Services.** Subject to Section 29.5.1 above, upon your request to us, and upon payment of any applicable fees, we will provide you with set-up services to assist with the Integration.

**29.5.3. Shut Downs.** We reserve the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or software upgrades for reasonable time periods of one minute or more.

**29.5.4. Orders by Customers.** You are solely responsible for accepting, processing, and filling any orders for purchases by your Customers, and for handling any inquiries arising therefrom. You shall use the highest standards in the industry in responding to complaints by Customers. We are not responsible or liable for any unauthorized access to your data or your Systems by any means or device.

**29.6. Security of Information.** We will use commercially reasonable efforts to maintain the security of the Global Gateway e4 Services and the Platform. You will use commercially reasonable efforts to maintain the security of your Systems. Such steps by you will be taken at your sole cost and expense, and shall include, without limitation: (i) creating firewalls to protect against unauthorized access to your Systems by your employees, contractors, Customers, or by any other person; and (ii) implementing reasonable protective techniques suggested by us. You further agree that you will be bound by and comply with all of our and all Card Organization security rules and regulations as they now exist or as each may be amended or supplemented from time to time. Notwithstanding the foregoing, the parties recognize that there is no guarantee or absolute security of information that is communicated over the Internet.

29.7.1. **Privacy.** We may use or disclose an individual's personal information through Global Gateway e4 Services to inform individuals as to online collection and use of personal information. You agree that, during the term of this Agreement, you will adequately communicate and comply with an appropriate privacy policy explaining your online collection and use of the personal information of your Customers. Unless required by law, Card Organization Rules, or done pursuant to this Agreement, you shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any customer's account information, transaction information, or other personal information to any third party. You shall store all data securely. We may advise potential users of the services that we have a relationship with you.

**29.8. Audit Rights.** Upon notice to you, we may audit your usage, records and security of the Global Gateway e4 Services, your Customer's payment processing information, and the services provided hereunder to ensure (i) that you are using the Global Gateway e4 Services and the services in full compliance with the provisions of this Section 29; (ii) that all applicable fees have been paid; (iii) that you are adhering to your Privacy Policy; and; (iv) that you are in full compliance with all applicable laws, regulations and rules (including but not limited to Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

**29.9. Indemnification.** You shall indemnify, defend, and hold us, our subsidiaries and affiliates and our and their officers, directors, employees, shareholders, agents and attorneys from any Claim(s) arising from the conduct of your business, any transactions submitted through First Data Global Gateway e4 hereunder for payment processing, any false or inaccurate representation made by you or the negligence, fraud, dishonesty or willful behavior of any of your employees or agents, or from your failure to strictly comply, in whole or in part, with any: (i) terms and conditions pursuant to this Agreement and any addenda hereto or Documentation; or (ii) applicable law, regulations or Card Organization Rules. Upon written notice from us to you, you shall immediately undertake the defense of such Claim by representatives of your own choosing, subject to our reasonable approval.

### 29.10. Limitation of Liability.

**29.10.1.** We are not liable for the merit and legitimacy of the orders forwarded by you. All liability for validity of orders remains with you. We are not responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from your actions. We shall not be liable to you or your Customer for the accuracy of the information provided by Global Gateway e4 Services.

**29.10.2.** In no event shall we be liable to you, or to any other person or entity, under this Section 29, or otherwise, for any punitive, exemplary, special, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.

**29.10.3.** Notwithstanding any provision in this Agreement to the contrary, in no event shall our liability under this Section 29 for all Claims arising under, or related to, this Section 29 exceed, in the aggregate (inclusive of any and all Claims made by you against us, whether related or unrelated), the lesser of: (i) the total amount of fees paid by you for the Global Gateway e4 Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred; or (ii) \$10,000.00.

**29.10.4.** Notwithstanding provisions set forth herein, we will not be liable for any Claims under this Agreement arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Global Gateway e4 Services, the services provided hereunder or the Internet, or any communications network, facility or equipment beyond our reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by you or your Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or software errors or faulty or your or your Customer's erroneous input.

Except as expressly agreed to by us in writing with respect to any Separate Product, we are not liable for any Excluded Products.

**29.11. DISCLAIMER OF WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE GLOBAL GATEWAY e4SM SERVICES AND DOCUMENTATION ARE AT YOUR SOLE RISK WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SECTION, THE GLOBAL GATEWAY E4 SERVICES, DOCUMENTATION, OUR PROCEDURES, OTHER SERVICES PROVIDED BY OR PERFORMED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE SOFTWARE) WILL (1) MEET YOUR REQUIREMENTS; (2) OPERATE ACCORDING TO YOUR EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY US AND WAIVED BY YOU. WE DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE GLOBAL GATEWAY E4 SERVICES, (INCLUDING THE SOFTWARE) AND OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. All decisions to reject any processing transaction or payment for your products or services are solely your responsibility.

**29.12. Notices.** You agree to notify us of any change in your name, type of business, or any other information required on your Merchant Processing Application at least thirty (30) business days prior to the effective date of change. Any notice or other communication

required or permitted to be provided in writing to the party to be notified at such party's address or number at such party's last known address or number, and shall be: (i) if sent by us, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (ii) if sent by you, certified or registered mail, postage prepaid return receipt requested to 3975 N.W. 120th Avenue, Coral Springs, FL, 33065. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein.

**29.13. Subcontractors.** We may subcontract all or part of the Global Gateway e4 Services using a variety of providers globally, but, notwithstanding any such subcontract, we shall remain fully responsible for performance of Global Gateway e4 Services, including ensuring the compliance of subcontractors with the terms of this Agreement applicable to such subcontractors. Each of our subcontractors for the Global Gateway e4 Services is a third party beneficiary of Sections 29.4, 29.5, 29.7, 29.8, 29.9, 29.10, 29.11, 29.13 and 29.14 of this Section with rights to enforce the applicable terms of this Section against you.

**29.14. Survival.** Upon termination or expiration of this Section 29 or the Agreement, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the parties agree that those provisions of this Section that logically should survive its termination or expiration in order to accomplish its fundamental purposes will do so. All representations, warranties, indemnities and covenants made herein shall survive the termination of this Section and shall remain enforceable after such termination.

## 30. Special Provisions Regarding Clover Service

If you elect to use the Clover Service, the following additional terms and conditions of this Section 30 shall apply.

The Clover Service is provided to you by Processor and not Bank. The Clover Service, transactions processed, and other matters contemplated under this Section 30 are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms of this Section 30 directly conflict with another provision of the Agreement, in which case the terms of this Section 30 will control; provided however, Bank is not a party to this Agreement insofar as it applies to the Clover Service, and you acknowledge that Bank is not liable to you in any way with respect to the Clover Service. For the purposes of this Section 30, the words "we," "our" and "us" refer only to the Processor and not the Bank.

**30.1. Definitions.** Capitalized terms used herein shall have the meanings given to such terms as set forth in this Section 30 or as defined in the Glossary or elsewhere in this Agreement.

**"Clover Base App"** means the object code version of any software, content or digital material (including any bug fixes, updates, upgrades, modifications, enhancements, revisions, new releases or new versions of such software, content or digital materials) owned or licensed by Clover, and individually or collectively, are part of the Clover Software. For the avoidance of doubt, as of October 1, 2013, the following are Clover Base Apps: Clover, Setup, Manual Transaction, Customers, Reporting, Printers, Launcher, Register, Orders, Cash Log, Help and Card Transactions. Additional Clover Base Apps may be made available by Clover from time to time.

**"Clover"** means Clover Network, Inc.

**"Clover Marks"** means the trademarks or service marks of Clover Network, Inc.

**"Clover Service"** means the services provided by Processor under this Addendum that enable the capture, management, and transmission of information for payments processing through your use of the Clover System. The Clover Service is deemed part of the "Services," as defined in and provided under the Agreement.

**"Clover Software"** means the object code version of any software, content or digital material (including any bug fixes, updates, upgrades, modifications, enhancements, revisions, new releases or new versions of such software, content or digital materials) owned or licensed by us or our service providers (including Clover), which may be accessible via the Clover Base Apps preloaded on a Device at the time we provide you with the Device or via a website designed or designated by Clover, including, without limitation, associated APIs, software, firmware, object code, source code and any related upgrades, modifications, materials, documentation, and derivative works with respect to such software that are provided by Clover from time to time under this Agreement and designed to assist with the management of your business and enable payment processing at the point of sale. For the avoidance of doubt, Clover Software and the term software in the preceding sentence do not include any non-Clover Base Apps (e.g., any non-Clover software applications that are preloaded on the Device at the time we provide you with the Device or that may be obtained by you separately from the Clover Service through an application marketplace) or any Clover software applications separately obtained by you through an application marketplace after the Device is deployed to you.

**"Clover System"** means the combination of the Clover Software and Device and any manuals, documentation, or other materials provided by us or our service providers (including Clover) and related to the Clover Software, Devices or the Clover Service.

**"Customer"** means a Person who makes a purchase of goods or services from you, the transaction for which utilizes the Clover Service.

**"Customer Information"** means information about your Customers (e.g., name, mailing address, e-mail address, telephone number) obtained in connection with your use of the Clover Service.

**“Multi-Pay Token”** means the option to support businesses that submit a financial transaction in a card on file or a card not present situation. These tokens are unique to each merchant that uses them and are stored in place of the primary account number (PAN). With these tokens, merchants can initiate new or recurring payments within their own environment instead of using the original card number. Multi-Pay Token allows a Token registration process – a non-financial transaction to request a Token which will be stored by the Clover Merchant for future or recurring payments.

**“Registered PAN”** means the processing of creating a Client specific Token for a PAN.

**“Third Party Services”** are the services, products, promotions or applications provided by someone other than Processor.

**“Token/Tokenization”** means a form of data substitution replacing sensitive payment card values with non-sensitive token, or random-number, values. Post-authorization transactions are handled via Processors tokenization technology, which returns a token with the transaction’s authorization to the merchant.

**“Token Request”** means your ability to obtain a Multi-Pay Token for credit card information only without an immediate authorization required which permits you to store a Multi-Pay Token for future transactions involving its customer.

**30.2. License Grant.** During the term of the Agreement, Processor grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any way, to electronically access and use the Clover Service solely in the United States to manage your establishment and conduct associated point of sale activities within the United States in accordance with the terms of this Section 30. For purposes of this Section 30, “United States” does not include U.S. Territories or possessions. The Clover Service is for your internal business use only. This Section 30 does not grant you any rights to the Clover Marks. All intellectual property and proprietary rights in or related to the Clover Service and the Clover Marks are and will remain our, our affiliates’, our vendors’, or our licensors’ (as applicable) sole and exclusive property, and any and all right, title and interest associated with the Clover Service not expressly granted by Processor in this Section 30 are deemed withheld.

**30.3. Restrictions.** You may not, nor may you permit any third party to do any of the following: (a) disclose or distribute in any format any Intellectual Property of any third party incorporated into the Clover System, the clover Services, or the Clover Marks; (b) access or use any Intellectual Property related to the Clover System, the Clover Service, or the Clover Marks (in any format) through any time-sharing service, service bureau, network, consortium, or other means; (c) lease, license or otherwise transfer any rights under the license granted in subsection 30.2 above to any third party; (d) decompile, disassemble or reverse engineer any Intellectual Property incorporated into any part of the Clover System or the Clover Service; (e) modify, translate or alter or otherwise create any derivative works based on any Intellectual Property incorporated into any part of the Clover System or the Clover Service; (f) except for backup and archival purposes, copy any Intellectual Property incorporated into any part of the Clover System or the Clover Service; provided that you may copy manuals or other materials related to the Clover System or the Clover Service as reasonably necessary to facilitate your support and use such service; (g) use any part of the Clover System or the Clover Service, or access or ship any part of the Clover System or the Clover Service from, outside of the United States; or (h) perform or attempt to perform any actions designed to interfere with the proper working of the Clover System or the Clover Service or prevent access to or use of the Clover System or the Clover Service by other users; (i) remove, modify, erase, relocate, or otherwise alter any proprietary rights notices or other legend from the Clover System or Clover Service (or any part thereof) or the Clover Marks; or (j) use the Clover System or Clover Service (or any part thereof) except as permitted under this Agreement.

You shall not take any action inconsistent with the stated title and ownership in subsection 30.2 above. You will not file any action, in any forum that challenges the ownership of any part of the Clover System or Clover Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate this Agreement and your access to and use of the Clover System and Clover Service in the event of a challenge by you.

#### **30.4. Clover Service Limitations and Requirements.**

**30.4.1.** You may access the Clover Service through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Clover Service may be subject to: (a) the terms of your agreements with your Internet/data provider; and (b) the availability or uptime of the services provided by your Internet/data provider.

**30.4.2.** You may use the Clover Service to conduct point of sale activities offline; transactions initiated offline will be queued and submitted for authorization when Internet connectivity to the Clover System is restored. However, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Clover Service is used offline.

**30.4.3.** The Clover Service does not function with every mobile device. Processor may alter which Devices are approved as compatible with the Clover Service in our discretion from time-to-time.

**30.4.4.** You acknowledge that certain updates, modifications and changes to the underlying features and functionality of the Clover Software or Clover Services may be necessary from

time-to-time, or Processor provides that updates and updates on the Clover Service from time to time which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we or our service provides may contact you in order to assist you with the Clover Service and obtain information needed to identify and fix any errors.

**30.4.5.** You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Service that are posted on the Clover website or otherwise provided or made available to you (collectively, “Clover Ops Guide”).

**30.4.6.** You shall comply with the following requirements in connection with your use of the Clover Service:

- With respect to each Customer who requests the delivery of transaction receipts via text message or email, such Customer must enter his phone number or email address in the appropriate space displayed on the Device himself; you are NOT permitted to add or modify any Customer Information (including but not limited to phone number and email address) on behalf of a Customer.
- With respect to each Customer who desires to receive marketing material or other communications from you via text message or email, such Customer must check the appropriate consent check box displayed on the Device himself; you are NOT permitted to add or modify a Customer’s consent indication on his behalf.
- You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer’s provided phone number, street address, and/or email address if the Customer has specifically consented by checking (himself) the applicable box displayed on the Device.
- NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (II) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (III) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.
- We will provide encryption and tokenization of point-of-sale data for each transaction that is submitted by a Clover Merchant using the Clover System. If TransArmor software is resident on your Device at the time we provide you with the Device and therefore part of the Clover Service, it will be used to perform such encryption and tokenization (“TransArmor Service”) and the additional terms set forth in Section 26 apply only to those transactions processed through the Clover Systems.

**30.5. Clover Service Fees.** You shall pay Processor the fees for Clover Service as set forth on the Merchant Processing Application and Agreement.

#### **30.6. Purchased Equipment.**

**30.6.1. Definitions.** Except as otherwise stated in this subsection 30.6.1, the terms in Section 25 of the Agreement entitled “Terms of Equipment Purchase or Rental” of the Agreement will apply to any Device, or other equipment or peripherals related to the Clover Service that you purchase or rent from us (collectively, the “Clover Equipment”).

Accordingly, the term “Equipment” in the Terms of Equipment Purchase or Rental section of the Agreement means the “Clover Equipment” and the term “terminal” means “Device”. However, the term “Software” as such term is used in the Terms of Equipment Purchase or Rental section of the Agreement means only the software, computer programs, related documentation, technology, know-how and processes embodied in the Clover Equipment by a Vendor (e.g., firmware) or provided in connection with the Clover Equipment by a Vendor. For the avoidance of doubt, the term “Software” as that term is used in Section 25 of the Agreement does not include any software that is a part of the Clover System. Your usage rights, restrictions and responsibilities with respect to any software that is a part of the Clover System are governed by the terms of this Section 30.

**30.6.2. One Year Limited Warranty.** We warrant that the Clover tablet and Clover printer will be free from manufacturer induced defects in materials or workmanship for a one year period beginning on the date of shipment to you (Limited Warranty”).

This Limited Warranty does not include damage to, or accident or misuse of, the Clover tablet or Clover printer (which may include, but is not limited to: damage resulting from smashed or cracked units or screens; extraneous materials (e.g., cat hair, soil, dust) in the interior of the unit; contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; improper or inadequate maintenance; or, other visible damage) or your breach of any agreement applicable to the Clover tablet or Clover printer. The Limited Warranty also does not apply to defects or damage resulting from your or any third party supplied software, interfacing or supplies; negligence; accident; acts of nature such as flood or lightning damage; loss or damage in transit; improper site preparation; failure to follow written instructions on proper use; or, unauthorized modification or repair. If the Clover tablet or Clover printer should otherwise become defective within the Limited Warranty period, we (or our third party providers) will repair or replace it free of charge (except that applicable call tag and shipping charges will apply). Replacement tablets or printers will be

Notwithstanding this Limited Warranty, it may be necessary or desirable for you to upgrade your Clover printer or Clover tablet or purchase a new Clover printer or Clover tablet from time to time, and you will be charged for any such upgraded or new equipment.

For the avoidance of doubt, this Limited Warranty does not apply to any software (including Clover Software), the cash drawer or any peripherals used in connection with the tablet or printer. We do not warrant that the operation of the Clover printer or the Clover tablet will be uninterrupted or error free.

If damage or defects are not covered under the Limited Warranty, applicable fees (e.g., no trouble found, no trouble found plus cosmetic refurbishment, repair, replacement, beyond economic repair/scrap) will apply.

**30.7. Term and Termination.** This Section 30.7 shall become effective on the day we begin providing the Clover System or Clover Service to you and shall end when terminated as set forth herein. For the avoidance of doubt, except as set forth below, termination of this Section 30.7 will not terminate the Agreement. This Section 30.7 may be terminated at any time by either party upon thirty (30) days' written notice to the other party. Notwithstanding the foregoing sentence, upon as much advance notice as is commercially practicable, we may suspend the Clover Service or terminate this Section 30.7 if (i) you determine that you are using Clover System or Clover Service for any fraudulent, illegal, or unauthorized purpose, (ii) you violate the terms of this Agreement or an Event of Default occurs under the Agreement, (iii) we terminate our agreement with any third parties that are involved in providing the Clover System or Clover Service, or (iv) Processor otherwise decides to discontinue providing the Clover Service. You acknowledge and agree that an occurrence of (i) or (ii) above may be deemed an Event of Default under the Agreement, thereby affording Processor and Bank all rights and remedies as set forth in the Agreement triggered by such an Event of Default, which may include immediate termination of the Agreement without notice. Further, this Section 30.7 will terminate automatically upon the termination of the Agreement. Upon termination of this this Section 30.7 for any reason, you will remain responsible for the full amount of [the Clover Service Fees] through the end of the calendar month in which such termination is effective. We will have no further obligations to you upon the expiration or termination of this Section 30.7.

**30.8. Third Party Services.** The Clover Service may contain links to Third Party Services (e.g., an application marketplace). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Clover Service). Your access of any Third Party Services is at your own risk. Third Party Services are not governed by the terms and conditions of this Agreement. You acknowledge and agree that you will be required to enter into separate agreements with third parties in order to obtain Third Party Services. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIRD PARTY SERVICES (E.G., APPLICATION MARKETPLACE AND ANY NON-BASE APPS AVAILABLE AT SUCH APPLICATION MARKETPLACE) IS DOWNLOADED AT YOUR OWN RISK. ALL THIRD PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE WITHOUT WARRANTIES OF ANY KIND. PROCESSOR WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND PROCESSOR EXPRESSLY DISCLAIMS ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. PROCESSOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE CLOVER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PROCESSOR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS. WE MAY CEASE TO PROVIDE THIRD PARTY SERVICES AT ANY TIME WITHOUT NOTICE TO YOU. YOU SHALL NOT USE THE THIRD PARTY SERVICES TO ACCESS, USE OR DOWNLOAD ANY NON-PROCESSOR OR NON-BANK APPLICATIONS THAT FACILITATE OR PROVIDE ANY FINANCIAL OR MONEY SERVICES BUSINESSES, SUCH AS, CURRENCY DEALER OR EXCHANGER, CHECK CASHER, ISSUER/SELLER OR REDEEMER OF TRAVELER'S CHECKS OR MONEY ORDERS, MONEY TRANSMITTER, PROVIDER OF LENDING PRODUCTS OR THE LIKE INCLUDING THE CREATION OR SALE OF A CONVERTIBLE VIRTUAL CURRENCY.

**30.9. Account Registration.** We may require you to register and create a "Member" or "Merchant" account to use the Clover Service. If and when prompted by our registration process, you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to terminate your Clover Service account ("Account") and refuse any and all current or future use of the Clover Service.

**30.10. Privacy and Data Use.** All data collected from you at [www.clover.com](http://www.clover.com) or in connection with your use of the Clover Service, including Customer Information and information about your business and employees used with or stored in or by the Clover Service (collectively, "Account Data"), is collected by Clover and not Processor or Bank; therefore, the use and sharing of such Account Data is controlled by the Clover Network, Inc. Privacy Policy (available at [https://www.clover.com/privacy\\_policy](https://www.clover.com/privacy_policy)). You acknowledge and agree that we may access your Account Data upon our request to our service providers (including Clover), and our use of your Account Data is governed by the terms set forth in

the Agreement. You further acknowledge and agree that Processor, Bank, and certain other data, such as personal information, business information, log data, data collected through cookies and other technologies, that is obtained by us or our service providers (including Clover) in connection with the Clover Services (collectively, the "Clover Services Data") may be collected and used by us or our service providers (including Clover) to create new products, services and enhance products and services that may be subsequently made available to merchants, subject to the terms of this Section 3. For the avoidance of doubt, we may disclose aggregated anonymized Clover Services Data to third parties.

**30.11. Protecting Your Information.** You are 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 unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to us or to any third party (including Clover) containing Account Data. When we receive communications containing Account Data, we assume you sent it to us. You must immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Data (see Clover Service support center contact information below). We reserve the right to deny you access to the Clover Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

**30.12. Accuracy of Information.** You are solely responsible for ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Clover Service (e.g., menus loaded onto the Device). In addition, you are solely responsible for verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

**30.13. Clover Service Disclaimer.** USE OF THE CLOVER SYSTEM, CLOVER SERVICE OR CLOVER EQUIPMENT IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOVER SYSTEM, CLOVER EQUIPMENT (EXCEPT AS PROVIDED IN SECTION 8.2 ABOVE) AND CLOVER SERVICE IS PROVIDED "AS IS" AND PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE CLOVER SYSTEM OR CLOVER SERVICE, OR ANY PART OF THE CLOVER SYSTEM OR CLOVER SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE CLOVER SYSTEM OR CLOVER SERVICE WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, OR THAT THE CLOVER SYSTEM OR CLOVER SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. FOR THE AVOIDANCE OF DOUBT, THE CLOVER SERVICE AND CLOVER SYSTEM DOES NOT INCLUDE, AND PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES RELATED TO THE LIMITATIONS, DELAYS OR OTHER PROBLEMS INHERENT IN, THE USE OF INTERNET, WIRELESS DATA NETWORK, CELLULAR DATA NETWORK OR OTHER COMMUNICATIONS SERVICES; AND, PROCESSOR IS NO WAY RESPONSIBLE FOR ANY ERRORS, DELAYS, FAILURES, OR OTHER PROBLEMS ARISING FROM USE OF THE INTERNET OR COMMUNICATIONS SERVICES

**30.14. Indemnity.** Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

- Your failure to comply with all terms and conditions in this Agreement, including but not limited to the Clover Ops Guide;
- Your use of any Customer Information obtained in connection with your use of the Clover Service;
- The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of the Clover Service;
- Any other party's access and/or use of the Clover System or Clover Service with your unique username, password, or other appropriate security code; or
- Your wrongful or improper use of the Clover Service or Clover System or their respective components;
- Any transaction submitted by you through the Clover Service;
- Your violation of any third party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; or
- Your violation of any law, rule or regulation of the United States or any other country;

**30.15. Notices.** We may provide notices and other information regarding the Clover System or Clover Service to you via the method(s) described in the Agreement or in the E-Sign Consent Agreement set forth below.

**30.16. Amendment.** We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Clover System or Clover Service with notice provided to you as set forth in the Notices section of this Agreement. Any use of the Clover System or Clover Service Agreement after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

**30.17. Ideas.** You may submit ideas about the Clover System or Clover Service, including, without limitation, about how to improve the Clover Service (“Ideas”). By submitting any Idea, you agree that: (a) we and Clover expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any Idea, (b) your submission will be non-confidential, and (c) we or Clover are free to use and disclose any Idea on an unrestricted basis without notifying or compensating you. You release us and Clover (and our respective affiliates) from all liability and obligations that may arise from receipt, review, use or disclosure of any portion of any Idea by us Clover.

**30.18. Third Party Beneficiaries.** Processor’s Affiliates and any Persons Processor uses in providing the Clover Service (including Clover) are intended third party beneficiaries of this Agreement, and each of them may enforce its provisions as if it was a party hereto. Except as expressly provided in this provided in this Agreement, nothing in this Agreement is intended to confer upon any Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.

**30.19. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROCESSOR (OR ITS AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, IN CONNECTION WITH, RESULTING FROM, CAUSED BY OR ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE CLOVER SYSTEM (IN WHOLE OR ITS INDIVIDUAL COMPONENTS) OR CLOVER SERVICE.

### 30.20. E-Sign Consent Agreement

#### 30.20.1. Consent.

By signing this Agreement, you consent and agree that:

- Processor can provide disclosures required by law and other information about your legal rights and duties to you electronically.
- Where required or requested, your electronic signature (via “click-through” or other method) on agreements and documents relating to the Clover System or Clover Service has the same effect as if you signed them in ink.
- Processor can send all communications, billing statements, amendments to this Agreement, notices, and other disclosures or information regarding the Clover System or Clover Service or your use of the Clover System, Clover Service or the Services as defined in the Agreement (collectively defined as “Disclosures”) to you electronically (1) via e-mail to the most recent e-mail address on our records, (2) by access to a web site that we designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.
- If you want a paper copy, you can print a copy of the Disclosure or download the information for your records.
- This consent applies to all future Disclosures sent to you in connection with this Agreement, the Agreement, or your use of the Clover System, Clover Service or the Services as defined in the Agreement.

#### 30.20.2. Legal Effect.

By consenting, you agree that electronic Disclosures have the same meaning and effect as if Processor provided paper Disclosures to you. When Processor sends you an email or other electronic notification alerting you that the Disclosure is available electronically and makes it available online, that shall have the same meaning and effect as if Processor provided a paper Disclosure to you, whether or not you choose to view or print or download the Disclosure.

**30.21. Ratification.** The terms of this Agreement shall serve to supplement the terms of your Agreement. Nothing contained herein alters any existing contractual obligations. Except as expressly set forth herein, the Agreement is hereby ratified in all respects and shall remain in full force and effect

## 31. Choice of Law; Venue; Waiver of Jury Trial

**31.1. Choice of Law.** Our Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions).

**31.2. Venue.** We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in Suffolk County, New York.

**31.3. Waiver of Jury Trial.** ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

## 32. Other Terms

**32.1. Force Majeure.** No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, earthquake, elements of nature or other acts of God; (ii) any terrorist attacks or outbreak or escalation of hostilities, war, riots or civil disorders in any country; (iii) any act or omission of the other party or any government authority; (iv) any labor disputes (whether or not employees’ demands are reasonable or within the party’s power to satisfy); or (v) the nonperformance by a Person for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in

the obligations of any party. The non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable. Notwithstanding anything to the contrary in this paragraph, your failure to receive payment or funds from a Person shall not excuse the performance of your obligations to us under this Agreement.

**32.2. Compliance with Laws.** In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. You further agree to cooperate and provide information requested by Servicers, as Servicers determine necessary, to facilitate Servicers compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated National and Blocked Persons List (available at [www.treas.gov/ofac](http://www.treas.gov/ofac)) or the U.S. Department of State’s Terrorist List (available at [www.state.gov](http://www.state.gov)), for the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (“OFAC”) or in connection with illegal activity of any kind.

**32.3. Notices.** Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing, if to you at your address appearing in the Application. If to us at our address appearing in Section A.4 of Part IV of this Agreement, with a copy to Attention: Chief counsel, Retail Bank, One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222, with copy to: General Counsel’s Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065. Notices shall be deemed to have been given (i) if sent by mail or courier, when mailed or delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received. Notices sent to your last known address as indicated in our records shall constitute effective notice to the Merchant under this Agreement Notwithstanding the above, all bankruptcy or collection related inquiries, notices must be sent to the following address, Merchant Services Department, 5251 Westheimer Road, Fourth Floor, Houston, TX 77056, Attention: Bankruptcy and Collection Notifications. All such notices must include the related merchant name and merchant number. Failure to provide Notice to this address or include this pertinent merchant information will be deemed ineffective. All notices must include your merchant names(s) and merchant number(s). Failure to provide notice in the manner described in this Section will be deemed ineffective

**32.4. Headings.** The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement.

**32.5. Severability.** The parties intend every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

**32.6. Entire Agreement; Waiver.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. A party’s waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

**32.7. Amendment.** We may modify any provision of this Agreement by providing written notice to you. You may choose not to accept the requirements of any such change by terminating the Agreement within thirty (30) days of receiving notice. If you choose to do so, notify us that you are terminating for this reason so that we may waive any early termination fee that might otherwise apply. For purposes of this section, an electronic or “click wrap” notice intended to modify or amend this Agreement and which you check “I Accept” or “I Agree” or otherwise accept through an electronic process, shall constitute in writing as required herein. This Section 32.7 does not apply to fee changes, which are governed by Sections 11.4 and 11.5.

**32.8. No Third Party Beneficiaries.** Our respective Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if it was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person or entity other than the parties any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.

**32.9. Card Organization Rules.** The parties acknowledge that the Visa, MasterCard and Discover Card Organization Rules give Visa, MasterCard and Discover certain rights to require termination or modification of this Agreement with respect to transactions involving Visa, MasterCard and Discover Cards and the Visa, MasterCard and Discover Card systems and to investigate you. The parties also acknowledge that issuers of other Cards, for which we perform services on your behalf, may have similar rights under their applicable Card Organization Rules with respect to this Agreement’s applicability to transactions involving such other Cards.

**32.10. Publicity.** Client may not use our logo, name, trademark, or service mark of Processor and/or Bank in any manner, including without limitation, in any advertisements, displays, or press releases, without our prior written consent of Processor and Bank.

As used in this Agreement, the following terms mean as follows:

**Acquirer:** Banks in the case of MasterCard Visa and certain debit transaction or Processor in the case of Discover transactions that acquire Card sale transactions from merchants such as yourself.

**Address Verification:** A service provided through which the merchant verifies the Cardholder's address, in whole or in part. Primarily used by Mail/Telephone/Internet order merchants. Address verification may provide you with additional information that you can use to decide if you want to process a transaction. An AVS match does not guarantee that a transaction is valid. An AVS request should generally be submitted with an authorization request. The AVS response, if available, however will not impact whether any associated authorization request is approved or denied. You are responsible for each AVS request that you submit and you may be charged an AVS fee even if we are not able to provide a response to the request.

**Affiliate:** Is a Person that, directly or indirectly, (i) owns or controls a party to this agreement or (ii) is under common ownership or control with a party to this agreement.

**Agreement:** The Agreements among Client, Processor and Bank contained in the Application, the Program Guide and the Schedules thereto and documents incorporated therein, each as amended from time to time, which collectively constitute the Agreement among the parties. Bank is a party to this Agreement for Visa, MasterCard and Non-PIN debit purposes only.

**Application:** See Merchant Processing Application.

**Association:** Any entity formed to administer and promote Cards, including without limitation MasterCard International, Incorporated ("MasterCard"), Visa U.S.A., Inc. and Visa International ("Visa"), Discover Financial Services, LLC ("Discover") and any applicable debit networks.

**Authorization:** Approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only the availability of the Cardholder's Credit Limit or funds at the time the Authorization is requested. An Authorization Fee (see Fee Schedule) can be charged for each Authorization, whether approved or declined.

**Authorization Approval Code:** A number issued to a participating merchant by the Authorization Center which confirms the Authorization for a sale or service.

**Authorization and Capture:** Refers to the communication of instructions from your POS device or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information. If your Service fee Schedule reflects the authorization and capture fee it may be applied to each communication you transmit to us.

**Authorization Center:** A department that electronically communicates a merchant's request for Authorization on Credit Card transactions to the Cardholder's bank and transmits such Authorization to the merchant via electronic equipment or by voice Authorization.

**Bank:** The bank identified on the Application signed by you.

**Bankruptcy Code:** Title 11 of the United States Code, as amended from time to time.

**Batch:** A single Submission to us of a group of transactions (sales and Credits) for settlement. A Batch usually represents a day's worth of transactions.

**Business Day:** Monday through Friday, excluding Bank holidays.

**Buyer Initiated Payment (BIP):** A payment that occurs when a cardholding business approves an invoice (or invoices) and submits an electronic payment instruction causing funds to be deposited directly into their supplier's merchant account.

**Card:** See either Credit Card or Debit Card.

**Cardholder:** Means the Person whose name is embossed on a Card and any authorized user of such Card, including the Person that has entered into an agreement establishing a Card account with an Issuer.

**Card Organization Rules:** Any entity formed to administer and promote Cards, including without limitation MasterCard worldwide ("MasterCard"), Visa U.S.A., Inc. ("Visa"), DFS Services LLC ("Discover") and any applicable debit networks.

**Card Issuer:** The Bank or Association that issues a Card to an individual.

**Card Not Present Sale/Transaction:** A transaction that occurs when the Card is not present at the point-of-sale, including Internet, mail-order and telephone-order Card sales.

**Card Validation Codes:** A three-digit value printed in the signature panel of most Cards and a four-digit value printed on the front of an American Express Card. Visa's Card Validation Code is known as CVV2; MasterCard's Card Validation Code is known as CVC2; the Card Validation Code for Discover and American Express are known as Card Identification Numbers (CID). Card Validation Codes are used to deter fraudulent use of an account number in a non-face-to-face environment, (e.g., mail orders, telephone orders and Internet orders).

**Card Verification Method (CVM):** A method used to confirm the identity of a Cardholder and to signify Cardholder acceptance of a transaction, such as signature, Offline PIN, and Online PIN.

**Card Verification Value (CVV)/Card Validation Code (CVC)/ Card Identification Data (CID):** A unique value encoded on the Magnetic Stripe of a Card used to validate

**Cash Benefits:** An EBT account maintained by an Issuer that represents pre-funded or day-of-draw benefits, or both, administered by one or more government entities, and for which the Issuer has agreed to provide access under the EBT program. Multiple benefits may be combined in a single cash benefit account.

**Cash Over Transaction:** Dispensing of cash by a merchant in connection with a Card sale, other than a PIN Debit Card transaction, for the purchase of goods or services.

**Charge or Charges:** The total price, including all applicable taxes and gratuities, for the purchase of goods or services of a merchant for which a Cardholder has signed a Sales Draft or otherwise indicated intent to pay with a Card.

**Chargeback:** A Card transaction (or disputed portion) that is returned to us by the Issuer. Client is responsible for reimbursing us for all Chargebacks.

**Check Verification:** A service provided in which a merchant accesses a national negative file database through its terminal/register to verify or authorize that a person has no outstanding bad check complaints at any of the member merchants. This is not a guarantee of payment to the merchant.

**Check Warranty:** A service provided through a merchant's POS equipment which guarantees payment up to a defined limit, provided the merchant follows proper steps in accepting the check.

**Client:** The party identified as "Client" on the Application. The words "Subscriber" "you" and "your" refer to Client. Also, sometimes referred to as Merchant.

**Credit:** A refund or price adjustment given for a previous purchase transaction.

**Credit Card:** A valid Card authorizing the Cardholder to buy goods or services on credit and bearing the service mark of Visa, MasterCard, American Express or Discover and, to the extent the Schedules so provide, a valid Card authorizing the Cardholder to buy goods or services on credit and issued by any other Card Organization specified on such Schedules.

**Credit Draft:** A document evidencing the return of merchandise by a Cardholder to a Client, or other refund or price adjustment made by the Client to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and other applicable law.

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

**Customer Activated Terminal (CAT):** A magnetic stripe terminal or chip-reading device (such as an automatic dispensing machine, Limited Amount Terminal, or Self-Service Terminal) that is not an ATM.

**Debit Card:** See either PIN Debit Card or Non-PIN Debit Card.

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

**Discount Rate:** A percentage rate and/or amount charged a merchant for processing its qualifying daily Credit Card and Non-PIN Debit Card transactions, as set forth in the Application. Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Section 11.1.

**Electronic Benefit Transfer (EBT):** An Electronic Benefits Transfer system used to deliver certain government delivered benefits, including without limitation Cash Benefits and FNS, SNAP and WIC Benefits, to EBT customers.

**Electronic Draft Capture (EDC):** A process which allows a merchant's Dial-Up Terminal to receive Authorization and capture transactions, and electronically transmit them to a Card Processor. This eliminates the need to submit paper for processing.

**EMV:** Developed by Europay, MasterCard, and Visa. It is the global standard for chip based payments.

**Entity:** Means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

**Factoring:** The submission of authorization requests and/or Sales Drafts by a merchant for Card sales or Cash Advances transacted by another business. Factoring is prohibited.

**Federal Funds:** "Federal Funds Effective Rate" for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the Federal Funds Effective Rate for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

**General Terms:** Section of the Program Guide, including any amendments or modifications.

**Gross:** When referred to in connection with transaction amounts or fees, refers to the total amount of Card sales, without set-off for any refunds or Credits.

**Imprinter:** A manual or electric machine used to physically imprint the merchant's name and ID number as well as the Cardholder's name and Card number on Sales Drafts.

**Issuer:** The financial institution or Card Organization (or other Entity authorized by a

**Limited Amount Terminal:** A Customer Activated Terminal that has data capture only capability, and accepts payment for items such as parking garage fees, road tolls, motion picture theater entrance, or magnetic-stripe telephones.

**Magnetic Stripe:** A stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.

**Marks:** Names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

**Media:** The documentation of monetary transactions (i.e., Sales Drafts, Credit Drafts, computer printouts, etc.)

**Merchant Account Number:** A number that numerically identifies each merchant, outlet, or line of business to the Processor for accounting and billing purposes.

**Merchant Identification Card:** A plastic embossed Card supplied to each merchant to be used for imprinting information to be submitted with each Batch of paper Sales Drafts. Embossed data includes Merchant Account Number, name and sometimes merchant ID code and terminal number.

**Merchant Processing Application:** The Merchant Processing Application and Agreement executed by Client, which is one of the documents comprising the Agreement.

**Merchant Provider:** Means any Person engaged by you to provide services to you involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data, transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

**Non-Bank Services:** Products and/or Services for which Bank is not responsible, or a party to, including American Express, PIN Debit Card, and Electronic Benefits Transfer Transactions, TeleCheck Check Services, Gift Card Services and Transactions Involving Cards from other Non-Bank Card Organizations, such as Voyager Fleet Systems, Inc., Wright Express Corporation and Wright Express Financial Services Corporation, Discover, Leasing, TransArmor, Fraud Services, Wireless, ePricing Services, Clover Service and other items as may be indicated in this Program Guide.

**Non-PIN Debit Card:** A Debit Card with either a Visa, MasterCard or Discover Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

**Non-Qualified Interchange Fee:** The difference between the interchange fee associated with the Anticipated Interchange Level and the interchange fee associated with the more costly interchange level at which the transaction actually processed.

**Non-Qualified Surcharge:** A surcharge applied to any transaction that fails to qualify for the Anticipated Interchange Level and is therefore downgraded to a more costly interchange level. The Non-Qualified Surcharge (the amount of which is set forth on the Service Fee Schedule) is in addition to the Non-Qualified Interchange Fee, which is also your responsibility (see above and Section 11.1).

**Operating Procedures:** The information prepared by Processor, containing operational procedures, instructions and other directives relating to Card transactions. The current Operating Procedures are set forth in your Operating Procedures Guide.

**PAN Truncation:** A procedure by which a Cardholder's copy of a Sales or Credit Draft will only reflect the last four digits of the Card account number.

**Person:** A third party individual or Entity, other than the Client, Processor or Bank.

**PIN:** A Personal Identification Number entered by the Cardholder to submit a PIN Debit Card transaction.

**PIN Debit Card:** A Debit Card used at a merchant location by means of a Cardholder-entered PIN in the merchant PIN Pad. PIN Debit Cards bear the marks of ATM networks (such as NYCE, Star).

**Point of Sale (POS) Terminal:** A device placed in a merchant location which is connected to the Processor's system via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with Processor.

**Processor:** PNC Merchant Services Company.

**Program Guide (also known as the "Merchant Services Program Terms and Conditions"):** The booklet which contains Operating Procedures, General Terms, Third Party Agreements and Confirmation Page, which together with the Merchant Processing Application and the Schedules thereto and documents incorporated therein, constitute your Agreement with Processor and Bank.

**Recurring Payment Indicator:** A value used to identify transactions for which a Cardholder provides permission to a merchant to bill the Cardholder's Card account at either a predetermined interval or as agreed by the Cardholder for recurring goods or services.

**Referral:** A message received from an Issuer when an attempt for Authorization requires a call to the Voice Authorization Center or Voice Response Unit (VRU).

**Reserve Account:** A fund established and managed by us to protect against actual or contingent liability arising from Chargebacks, adjustments, fees and other charges due to or incurred by us.

**Resubmission:** A transaction that the Client originally processed as a Store and Forward transaction but received a soft denial from the respective debit network or Card Organization. The resubmission transaction allows the merchant to attempt to obtain an

approval of the soft denial in which case Client assumes the risk that the transaction fails.

**Retrieval Request/Transaction Documentation Request:** A request for documentation related to a Card transaction such as a copy of a Sales Draft or other transaction source documents.

**Sales Draft:** Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to Client using a Card, including preauthorized orders and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

**Sales/Credit Summary:** The identifying form used by a paper Submission merchant to indicate a Batch of Sales Drafts and Credit Drafts (usually one day's work). Not a Batch header, which is used by electronic merchants.

**Schedules:** The attachments, addenda and other documents, including revisions thereto, which may be incorporated into and made part of this Agreement.

**Self-Service Terminal:** A Customer Activated Terminal that accepts payment of goods or services such as prepaid cards or video rental, has electronic capability, and does not accept PINs.

**Services:** The activities undertaken by Processor and/or Bank, as applicable, to authorize, process and settle all United States Dollar denominated Visa, MasterCard and Discover transactions undertaken by Cardholders at Client's location(s) in the United States, and all other activities necessary for Processor to perform the functions required by this Agreement for Discover and all other Cards covered by this Agreement.

**Servicers:** Bank and Processor Collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated in this Program Guide.

**Settlement Account:** An account or account(s) at a financial institution designated by Client as the account to be debited and credited by Processor or Bank for Card transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

**Split Dial:** A process which allows the Authorization terminal to dial directly to different Card processors (e.g., American Express) for Authorization. In this instance, the merchant cannot be both EDC and Split Dial. Split Dial is also utilized for Check Guarantee companies.

**Split Dial/Capture:** Process which allows the Authorization terminal to dial directly to different Card processors (e.g., Amex) for Authorization and Electronic Draft Capture.

**Store and Forward:** A transaction that has been authorized by a merchant when the merchant cannot obtain an Authorization while the customer is present, typically due to a communications failure. The merchant will store the transaction electronically in their host system and retransmit the transaction when communications have been restored.

**Submission:** The process of sending Batch deposits to Processor for processing. This may be done electronically or by mail.

**Summary Adjustment:** An adjustment to your Submission and/or Settlement Accounts in order to correct errors. (See Sections 10.3 and 10.4 of the Operating Procedures Guide).

**Telecommunication Card Sale:** Individual local or long distance telephone calls, for which the telephone service provider is paid directly by use of a Card. These do not include, however, calls paid for with pre-paid telephone service cards. Telecommunication Card Sales are considered Card Not Present sales.

**Transaction Fees:** Service costs charged to a merchant on a per transaction basis.

**Us, We and Our:** See Servicers.

**You, Your:** See Client

**PART III: THIRD PARTY AGREEMENTS**

The following Agreements are Third Party Agreements entered into between Client and the Third Parties identified in the Third Party Agreements.

If Client desires to receive the products and/ or services offered under a Third Party Agreement, Client must check the appropriate box or otherwise indicate such desire in the Merchant Processing Application, in which case the terms and conditions of the Third Party Agreement shall be binding upon Client. The Signature page in the Merchant Processing Application or any Schedule thereto shall also serve as a signature page to the Third Party Agreements.

Client 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 Third Party Agreements.

**1.0. AGREEMENT FOR AMERICAN EXPRESS ONEPOINT® CARD ACCEPTANCE –  
AMERICAN EXPRESS ONEPOINT PROGRAM**

**Terms and Conditions For American Express OnePoint Card Acceptance Establishment Sales and Servicing Program**

**1.1. Scope and Other Parts of Agreement; Definitions**

**a. Scope.** The Agreement governs your acceptance of American Express Cards in the United States (but not Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions) under our American Express OnePoint Program, which makes available to eligible merchants an integrated service through our agent PNC Merchant Services Company, among other agents. Schedule A contains important provisions governing your acceptance of the Card under this program. The Agreement covers you alone. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party, except as otherwise expressly permitted in the Merchant Regulations.

**b. Other Parts of the Agreement.**

**i) Merchant Regulations.** The Merchant Regulations set forth the policies and procedures governing your acceptance of the Card. You shall ensure that your personnel interacting with customers are fully familiar with the Merchant Regulations. The Merchant Regulations are a part of, and are hereby incorporated by reference into, the Agreement. You agree to be bound by and accept all provisions in the Merchant Regulations (as changed from time to time) as if fully set out herein and as a condition of your agreement to accept the Card. We reserve the right to make changes to the Merchant Regulations in scheduled changes and at any time in unscheduled changes as set forth in Section 1.8.j of the General Provisions. The Merchant Regulations and releases of scheduled changes therein are provided only in electronic form, existing at the website specified below or its successor website. To access the latest version of these documents, please use your American Express Access Code on the secure web site at [www.americanexpress.com/onepoint](http://www.americanexpress.com/onepoint). To obtain your American Express Access Code, please call PNC Customer Service at 800-742-5030.

**ii) Schedule A.** Schedule A, attached hereto or which we otherwise may provide to you, contains other important provisions governing your acceptance of the Card. Schedule A is a part of, and is hereby incorporated by reference into, the Agreement.

**c. Definitions.** Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Merchant Regulations. Some definitions are repeated here for ease of reference.

**Affiliate** means any Entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an Entity shall be deemed to constitute “control” of the Entity.

**Agreement** means these General Provisions, Schedule A and any other accompanying schedules and exhibits, and the Merchant Regulations, collectively.

**American Express Card and Card** mean (i) any card, account access device, or payment device bearing our or our Affiliates’ Marks and issued by an Issuer or (ii) a Card Number.

**Cardmember** means an individual or Entity (i) that has entered into an agreement establishing a Card account with an Issuer or (ii) whose name appears on the Card.

**Charge** means a payment or purchase made on the Card.

**Chargeback** (sometimes called “full recourse” or “Full Recourse” in our materials), when used as a verb, means (i) our reimbursement from you for the amount of a Charge subject to such right or (ii) our reversal of a Charge for which we have not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you.

**Claim** means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to the Agreement or prior Card acceptance agreements, or the relationship resulting there from, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of the Agreement or prior Card acceptance agreements or the relationship resulting therefrom.

**Credit** means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

**Discount** means the amount that we charge you for accepting the Card, which amount is: (i) a percentage (Discount Rate) of the face amount of the Charge that you submit; or a flat

Transaction fee, or a combination of both; and/or (ii) a Monthly Flat Fee (if you meet our requirements).

**Disputed Charge** means a Charge about which a claim, complaint, or question has been brought.

**Entity** means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

**Establishments** means any or all of your and your Affiliates’ locations, outlets, websites, on-line networks, and all other methods for selling goods and services, including methods that you adopt in the future.

**General Provisions** means the provisions set out in this document other than in Schedule A or any other accompanying schedule or exhibit hereto.

**Marks** mean names, logos, service marks, trademarks, trade names, taglines, or other proprietary designs or designations.

**Merchant Number** (sometimes called the “Merchant ID” or “Establishment” or “SE” number in our materials) means a unique number we assign to your Establishment.

**Merchant Regulations** means the American Express Merchant Regulations – U.S., which are available from our Agent.

**Other Agreement** means any agreement, other than the Agreement, between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

**Other Payment Products** mean any charge, credit, debit, stored value or smart cards, account access devices, or other payment cards, services, or products other than the Card.

**Reserve** means a fund established and/or collateral held by us as security for your or any of your Affiliates’ obligations to us or any of our Affiliates under the Agreement or any Other Agreement.

**We, our, and us** mean American Express Travel Related Services Company, Inc.

**You and your (sometimes called the “Merchant,” “Service Establishment” or “SE” in our materials)** mean the Entity accepting the Card under the Agreement, and its Affiliates conducting business in the same industry.

**d. List of Affiliates.** You must provide to our agent a complete list of your Affiliates conducting business in your industry and notify our agent promptly of any subsequent changes in the list.

**e. For Your Use Only.** This Agreement covers only you. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party.

**1.2. Accepting the Card**

**a. Acceptance.** You must accept the Card as payment for all goods and services sold at all of your Establishments, except as otherwise expressly specified in the Merchant Regulations. You agree that the provisions of Chapter 3 (Card Acceptance) of the Merchant Regulations are reasonable and necessary to protect the Cardmember’s choice of which Card to use and that charge and credit Cards, including corporate Cards, are interchangeable. You are responsible and jointly and severally liable for the performance by your Establishment of all provisions of the Agreement and all obligations of your Establishments under the Agreement.

**b. Transaction Processing and Payments.** Our Card acceptance, processing, and payment requirements are set forth in the Merchant Regulations. Some requirements are summarized here for ease of reference, but do not supersede the provisions in the Merchant Regulations.

**i) Format.** You must create a Charge Record for every Charge and a Credit Record for every Credit that comply with our requirements, as described in the Merchant Regulations. You may create multiple Charge Records for a single purchase placed on different Cards, but you must not create multiple Charge Records for a single purchase to the same Card, by dividing the purchase into more than one Charge.

**ii) Authorization.** For every Charge, you must obtain from and submit to us an Authorization Approval code. Authorization Approval does not guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, or (iv) you will not be subject to a Chargeback.



iii) **Submitting Charges to PNC Merchant Services.** You shall send notices to our agent, at: American Express Travel Related Services Company, Inc. c/o PNC Merchant Services Company, 1307 Walt Whitman Road, Melville, NY, 11747.

iv) **Payment for Charges.** We will pay you, through our agent, according to your payment plan in U.S. dollars for the face amount of Charges submitted from your Establishments less: (i) the Discount, (ii) any amounts you owe us or our Affiliates, (iii) any amounts for which we have Chargebacks, and (iv) any Credits you submit. Your initial Discount is indicated in the Agreement or otherwise provided to you in writing by us.

In addition to your Discount we may charge you additional fees and assessments, as listed in the Merchant Regulations. We may adjust any of these amounts and may change any other amount we charge you for accepting the Card.

v) **Chargeback.** We and our agent have Chargeback rights, as described in the Merchant Regulations. We and our agent may Chargeback by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or we or our agent may notify you of your obligation to pay us, which you must do promptly and fully. Our or our agent's failure to demand payment does not waive our Chargeback rights.

vi) **Protecting Cardmember Information.** You must protect Cardmember Information, as described in the Merchant Regulations. You have additional obligations based on your Transaction volume, including providing to us documentation validating your compliance with the PCI DSS performed by Qualified Security Assessors or Approved Scanning Vendors (or both).

### 1.3. Protective Actions

a. **Creating a Reserve.** Regardless of any contrary provision in the Agreement, we have the right in our sole discretion to determine that it is necessary to create a Reserve, and we may immediately establish a Reserve or terminate the Agreement. We may establish a Reserve by (i) withholding amounts from payment we otherwise would make to you under the Agreement or (ii) requiring you to deposit funds or other collateral with us. Any collateral provided pursuant to this Section 1.3 of the General Provisions is subject to prior written approval. We may increase the amount of the Reserve at any time so long as the amount of the Reserve does not exceed an amount sufficient, in our reasonable judgment, to satisfy any financial exposure or risk to us under the Agreement (including Charges submitted by you for goods or services not yet received by Cardmembers and our costs of handling Disputed Charges) or to us or our Affiliates under any Other Agreement or to Cardmembers. Upon the occurrence of an event described in Section 1.3.b.v of the General Provisions, and during any continuation of such event, we may take immediate action to establish or increase the amount of any Reserve to an amount proportional to the risk covered by such event.

b. **Trigger Events for Reserve.** Some of the events that may cause us to establish a Reserve include: (i) Program Agent ceasing a substantial portion of or adversely altering your operations; (ii) Program Agent selling all or substantially all of your assets or any party acquiring twenty-five percent (25%) or more of the equity interests issued by Program Agent (other than parties currently owning twenty-five percent (25%) or more of such interests), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (iii) Program Agent suffering a material adverse change in your business or a material adverse change occurs in Program Agent's industry; (iv) Program Agent becoming insolvent; or (v) our reasonable belief that Program Agent will not be able to perform its obligations under the One Point Agreement or any other Agreement.

c. **Application of Reserve.** We may deduct and withhold from, and recoup and set-off against, the Reserve (i) any amounts Program Agent or any of its Affiliates owe us or any of our Affiliates under the One Point Agreement or any Other Agreement; (ii) any costs incurred by us in connection with the administration of the Reserve, including attorney's fees; and (iii) any costs incurred by us as a result of Program Agent's failure to fulfill any of its obligations to us or any of our Affiliates, including Attorney Fees.

d. **Other Protections.** We may take other reasonable actions to protect our rights and rights of any of our Affiliates, including changing the speed or method of payment for Charges, exercising Chargeback under any of our chargeback programs, or charging you fees for Disputed Charges.

e. **Providing Information.** You must provide to us promptly, upon request, information about you and your Affiliates, your finances, creditworthiness, and operations, including your most recent certified financial statements. You must notify us immediately of the occurrence of any event described in Section 1.3.b of the General Provisions.

### 1.4. Notices

a. **Delivery and Receipt.** Unless otherwise explicitly provided for herein, all notices hereunder must be in writing and sent by hand delivery; or by U.S. postal service, such as first class mail or third class mail, postage prepaid; or by expedited mail courier service; or by electronic mail (e-mail); or by facsimile transmission, to the addresses set out below. Notices are deemed received and effective as follows: If hand-delivered, upon delivery; if sent by e-mail or facsimile transmission, upon sending; if mailed, upon the earlier of (i) receipt or (ii) three days after being deposited in the mail if mailed by first class post age or ten days after being deposited in the mail if mailed by third class postage. If the addressee provided for below rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was appropriately given, then notice is effective upon the rejection, refusal or inability to deliver.

b. **Our Notice Address.** You shall send notices to our agent, at: American Express Travel Related Services Company, Inc. c/o PNC Merchant Services Company, 1307 Walt Whitman Road, Melville, NY, 11747.

c. **Your Notice Address.** Our agent shall send notice to you at the address, e-mail address, or facsimile number you indicated on your Application to accept the Card. You must notify our agent immediately of any change in your notice address

### 1.5. Indemnification and Limitation of Liability

a. **Indemnity.** You shall indemnify, defend, and hold harmless us and our Affiliates, agents, successors, assigns, and third party licensees, from and against all damages, liabilities, losses, costs, and expenses, including legal fees, arising or alleged to have arisen from your breach, negligent or wrongful act or omission, failure to perform under the Agreement, or failure in the provision of your goods or services.

b. **Limitation of Liability.** In no event shall we or our Affiliates, agents, successors, or assigns be liable to you for any incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other theory) arising out of or in connection with the Agreement, even if advised of such potential damages. Neither you nor we (and our agent) will be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or the banking system, except that our (and our agent's) rights to create Reserves and exercise Chargebacks will not be impaired by such events.

### 1.6. Term and Termination

a. **Effective Date/Termination Date.** The Agreement begins as of the date (i) you first accept the Card after receipt of the Agreement or otherwise indicate your intention to be bound by the Agreement or (ii) we approve your application to accept the Card, whichever occurs first. Either party can terminate the Agreement without cause (and not withstanding any other rights established under the Agreement) at any time by notifying the other party. Termination will take effect according to the notice period specified in Section 1.4.a of the General Provisions.

b. **Grounds for Termination.** In addition to our rights in Sections 1.3. and 1.6 of the General Provisions, we may terminate the Agreement at any time without notice to you and without waiving our other rights and remedies if you have not submitted a Charge within any twelve month period. The Agreement is a contract to extend financial accommodations, and if bankruptcy or similar proceedings are filed with respect to your business, then the Agreement will terminate automatically.

c. **Post-Termination.** If the Agreement terminates, without waiving our other rights and remedies, we and our agent may withhold from you any payments until we have fully recovered all amounts owing to us and our Affiliates. If any amounts remain unpaid, then you and your successors and permitted assigns remain liable for such amounts and shall pay us within thirty days of our request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to our agent any Charges and Credits incurred prior to termination.

d. **Effect of Termination.** Termination of the Agreement for any reason does not relieve the parties of their respective rights and duties arising prior to the effective date of termination that by their nature are intended to survive termination, including the provisions of Sections 1.1, 1.3, 1.5, 1.6, 1.7, and 1.8 of these General Provisions, our Chargeback rights, and your duties set forth in the Merchant Regulations to protect Cardmember Information, indemnify us, retain documents evidencing Transactions, and notify your Recurring Billing customers of such termination. Our and our agent's right of direct access to the Demand Deposit Account will also survive until such time as all credits and debits permitted by the Agreement, and relating to Transactions prior to the effective date of termination, have been made.

### 1.7. Dispute Resolution

We value our Merchant relationships. Most Merchant concerns can be resolved by contacting PNC Merchant Services Company's Customer Service department at the number set forth in your Merchant Processing Agreement if PNC Merchant Services Company. If our agent does not address all of your concerns to your satisfaction, you and we agree that any Claim will be resolved, upon the election by you or us, either through mediation or arbitration instead of litigation in court (except for Claims pursued in small claims court). This Dispute Resolution provision sets forth the circumstances and procedures under which Claims may be resolved through our agent, mediated, or arbitrated instead of litigated in court. Mediation procedures and arbitration procedures are set forth below. Your agreement to this Dispute Resolution provision does not preclude you from bringing your concerns to the attention of any appropriate governmental agencies.

a. **Merchant Services.** For many of the concerns and problems you may encounter, you should first contact PNC Merchant Services Company's Customer Service department at the number set forth in your Merchant Processing Agreement if PNC Merchant Services Company. Our agent's representatives are able to help resolve many of these matters. Please be prepared to provide them with any information you have about the matter, including any efforts you may have made to address or resolve the matter. Even if you believe the representative is unable to address or resolve the matter, we ask that you inform them before sending a Claim notice.

b. **Notice of Claim.** Before filing a lawsuit or beginning a mediation or arbitration regarding a Claim, you and we agree to send a written notice (Claim notice) to each party against whom the Claim is asserted. This provides the parties an opportunity to resolve the

Claim informally of the mediator. The mediator shall not mediate the Claim on the basis of the Claim and state the specific amount or other relief demanded. Notice to us must include your name, your Merchant name, address, and Merchant Number and be sent to our notice address set forth in Section 1.4.b of the General Provisions. If the Claim proceeds to arbitration, the amount of any relief demanded by you or us in a Claim notice shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled on the Claim.

**c. Mediation.** In mediation, a neutral mediator helps the parties to try to reach a mutually acceptable resolution of their Claim. The mediator does not decide how the Claim is to be resolved, only you and we do.

i) **Initiation of Mediation.** Before beginning mediation, you or we must first provide the Claim notice described above. Within thirty days after sending or receiving a Claim notice, you or we may submit the Claim to mediation by either JAMS or the American Arbitration Association (AAA) or an alternative mediator mutually agreed upon in writing by you and us.

ii) **Conduct of Mediation.** You and we agree to cooperate in selecting a mediator from a panel of neutrals and in scheduling the mediation proceedings. We will pay the costs of the mediation.

iii) **Confidentiality/Tolling.** All communications made for the purpose of, in the course of, or pursuant to the mediation shall be confidential, and no evidence of any such communication shall be admissible for any purpose or subject to discovery. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from thirty days following the sending of the Claim notice for sixty days or until termination of the mediation, whichever is earlier.

iv) **Termination.** Either you or we may terminate the mediation at any time following the first mediation proceeding. Your or our submission or failure to submit a Claim to mediation shall not affect your or our right to elect to resolve a Claim through arbitration.

v) **Additional Information.** For more information about JAMS and AAA mediation services, contact either JAMS (1920 Main Street, Suite 200, Irvine, CA 92614 or [www.jamsadr.com](http://www.jamsadr.com)) or AAA (1633 Broadway, New York, NY 10019 or [www.adr.org](http://www.adr.org)).

**d. Arbitration.** In arbitration, the Claim will be decided by a neutral arbitrator instead of a judge or jury. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The decisions of the arbitrator are as enforceable as any court order and are subject to very limited review by a court.

i) **Initiation of Arbitration.** Before beginning an arbitration, you or we must first provide the Claim notice described above. Any Claim that is not resolved informally or through mediation shall be resolved, upon your or our election, through arbitration pursuant to this section rather than by litigation.

ii) **Arbitration Rules/Organizations.** The party asserting the Claim shall select one of the following arbitration organizations, which shall apply its rules in effect at the time the Claim is filed. In the event of an inconsistency between this section and any rule or procedure of the arbitration organization, this section controls. The party asserting the Claim shall simultaneously notify the other party of its selection. If our selection is not acceptable to you, then you may select another of the following organizations within thirty days after you receive notice of our initial selection. Any arbitration hearing that you attend shall take place in the federal judicial district where your headquarters is located or New York, NY, at your election.

• American Arbitration Association (AAA): 1633 Broadway, New York, NY 10019; (212) 716- 5800; [www.adr.org](http://www.adr.org)

• JAMS (JAMS): 1920 Main Street, Suite 300, Irvine CA 92614; (949) 224-1810; [www.jamsadr.com](http://www.jamsadr.com). In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrators appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. § 16 et seq. (FAA) provided that the arbitration organization and arbitrators enforce the terms of the next two sections below.

iii) **Limitation of Rights.** IF ARBITRATION IS CHOSEN BY A PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES OR PROCEDURES OF AAA OR JAMS, AS APPLICABLE. FURTHER, YOU SHALL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding any other provision of the Agreement and without waiving either party's right to appeal such decision, if any portion of this section 1.7.d.iii or of section 1.7.d.iv below is deemed invalid or unenforceable, then this entire section 1.7.d shall not apply.

iv) **Individually Named Parties Only.** ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS-ACTION OR CONSOLIDATED BASIS, ON BEHALF OF THE GENERAL PUBLIC OR OTHER PARTIES, OR JOINED OR CONSOLIDATED WITH CLAIMS OF OTHER PARTIES, AND YOU AND WE ARE SPECIFICALLY BARRED FROM DOING SO. This prohibition is intended to, and does, preclude you from participating in any action by any trade association or other organization against us. The arbitrator's authority to resolve Claims is limited to Claims between you and

us. If you and we elect to arbitrate a portion of a Claim, the arbitration award is limited to awards to you and us alone. No arbitration award or decision will have any preclusive effect as to issues or Claims in any dispute with anyone who is not named party to the arbitration.

v) **Previously Filed Claims/No Waiver.** You or we may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Either you or we may choose to delay enforcing or to not exercise rights under this arbitration provision, including the right to elect to arbitrate a Claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the Merchant Regulations, or any similar provisions of any prior Card acceptance agreement, that was filed against us prior to the effective date of the Agreement.

vi) **Arbitrator's Authority.** The arbitrator shall have the power and authority to award any relief that would have been available in court, including equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, shall grant specific performance whenever possible. The arbitrator shall have no power or authority to alter the Agreement or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section.

vii) **Split Proceedings for Equitable Relief.** Either you or we may seek equitable relief in arbitration prior to arbitration on the merits to preserve the status quo pending completion of such process. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered.

viii) **Small-Claims Court; Injunctive Relief.** We shall not elect to use arbitration under this section for any Claim that you properly file in a small claims court so long as the Claim seeks individual relief only and is pending only in that court. Injunctive relief sought to enforce the provisions of sections 1.8.a and 1.8.b of the General Provisions is not subject to the requirements of this section. This section is not intended to, and does not, substitute for our ordinary business practices, policies, and procedures, including our rights to Chargeback and to create Reserves.

ix) **Governing Law/Arbitration Procedures/Entry of Judgment.** This section is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence, provided that any party may request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have fifteen days to make objections, and the arbitrator shall notify the parties of his/her decision within twenty days of any objecting party's submission. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the rules of the selected arbitration organization. At the timely request of a party, the arbitrator shall provide a written and reasoned opinion explaining his/her award. The arbitrator's decision shall be final and binding, except for any rights of appeal provided by the FAA. If the amount of the award exceeds \$100,000, either party can appeal that award to a three-arbitrator panel administered by the selected arbitration organization which shall reconsider de novo any aspect of the initial award and whose decision shall be final and binding. The decision of that three-person panel may be appealed as provided by the FAA. Judgment upon an award rendered by the arbitrator or by a panel of arbitrators on appeal may be entered in any state or federal court in the federal judicial district where your headquarters or your assets are located.

x) **Confidential Proceedings.** The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings shall be deemed to be confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the Claim resolution, negotiations, mediations, arbitration, and proceedings to confirm arbitration awards by either party, its agents, employees, experts, or attorneys, or by the arbitrator, including any arbitration award or judgment related thereto, are confidential, privileged, and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, mediation, or arbitration.

xi) **Severability.** Except as otherwise provided in section 1.7.d.iii above, if any portion of this section (other than section 1.7.d.iii or section 1.7.d.iv) is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this section, the Agreement, or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

xii) **Costs of Arbitration Proceedings.** You will be responsible of paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) but only up to the amount of the filing fees you would have incurred if you had brought a Claim in the state or federal court located in the federal judicial district where your headquarters is located that would have had jurisdiction. We will be responsible for any additional arbitration fees. If you or we elect to arbitrate a Claim after you have filed the Claim in court, we also will pay your share, if any, of the arbitration fees up to the amount of any court filing fees paid by you and refund to you the remainder of any such fees, unless the arbitrator determines that your Claim was brought in bad faith. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You

xiii) **Additional Arbitration Awards.** If the arbitrator finds that you are the prevailing party on a Claim described in your Claim notice, and if the award to you by the arbitrator is more favorable than any offer we made to you to resolve your Claim prior to the commencement of arbitration, the arbitrator's award shall include, in addition to any other relief awarded, any reasonable attorneys' fees, costs, and witness fees (including expert witness fees) to which you are entitled under Applicable Law or, if Applicable Law does not provide for recovery of these amounts, then the amount of reasonable attorneys' fees, costs, and witness fees (including expert witness fees) that your attorney, if any, reasonably incurred for investigating, preparing, and pursuing your claim in arbitration.

e. **Definitions.** For purposes of Section 1.7 of the General Provisions only, (i) we, our, and us include any of our Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, and (ii) you and your include any of your Affiliates, licensees, predecessors, successors, or assigns, any purchaser of any receivables and all agents, directors, and representatives of any of the foregoing.

## 1.8. Miscellaneous

a. **Confidentiality.** You must keep confidential and not disclose to any third party the provisions of the Agreement and any information that you receive from us that is not publicly available.

b. **Proprietary Rights and Permitted Uses.** Neither party has any rights in the other party's Marks, except as otherwise expressly specified in the Merchant Regulations, nor shall one party use the other party's Marks without its prior written consent, except that we may use your name, address (including your website addresses or URLs), and customer service telephone numbers in any media at any time.

c. **Your Representations and Warranties.** You represent and warrant to us that: (i) you are duly organized, validly existing, and in good standing under the laws of the jurisdiction in which you are organized; (ii) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business; (iii) you have full authority to enter into the Agreement and all necessary assets and liquidity to perform your obligations and pay your debts hereunder as they become due; (iv) there is no circumstance threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts hereunder; (v) you are authorized to enter into this Agreement on behalf of your Establishments and Affiliates, including those indicated in this Agreement, and the individual who signs this Agreement or otherwise enters into it has authority to bind you and them to it; (vi) you are not (1) listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at [www.treas.gov/ofac](http://www.treas.gov/ofac)), (2) listed on the U.S. Department of State's Terrorist Exclusion List (available at [www.state.gov](http://www.state.gov)), or (3) located in or operating under license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member; (vii) you have not assigned to any third party any payments due to you under this Agreement; (viii) all information that you provided in connection with this Agreement is true, accurate, and complete; and (ix) you have read this Agreement and kept a copy for your file. If any of your representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, we may immediately terminate this Agreement in our discretion.

d. **Compliance with Laws.** You shall comply with all applicable laws, regulations, and rules.

e. **Governing Law; Jurisdiction; Venue.** The Agreement and all Claims are governed by and shall be construed and enforced according to the laws of the State of New York without regard to internal principles of conflicts of law. Notwithstanding the immediately preceding sentence, the parties agree that an electronic transmission contemplated hereunder is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §1700 et seq. (E-Sign Act). The parties intend that the E-Sign Act apply to the fullest extent possible to validate their ability to electronically transmit and electronically commit to be bound by the obligations and form assent described in the Merchant Regulations and releases of scheduled changes therein. Subject to Section 1.7, any action by either party hereunder shall be brought only in the appropriate federal or state court located in the County and State of New York. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

f. **Interpretation.** In construing the Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to"; (iv) the term "day" means "calendar day"; (v) any reference to any agreement (including the Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; (vi) all captions, headings, and similar terms are for reference only, and (vii) where specific language is used to illustrate by example or clarify a general statement such specific language shall not be interpreted to modify, limit, or restrict the construction of the general statement. To the extent possible, these General Provisions, the provisions of Schedule A, and the provisions of the Merchant Regulations shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then that conflict shall be resolved in the following order of precedence: Schedule A and any accompanying exhibits shall control

g. **Assignment.** You shall not assign the Agreement, whether voluntarily or by operation of law (including by way of sale of assets, merger, or consolidation), without our prior written consent. Any purported assignment by operation of law is voidable in our sole discretion. We may assign the Agreement without your consent. Except as otherwise specified herein, the Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

h. **Waiver; Cumulative Rights.** Either party's failure to exercise any of its rights under the Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of the Agreement shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. All rights and remedies of the parties are cumulative, not alternative.

i. **Savings Clause.** Other than as set forth in the last sentence of Section 1.7.c of the General Provisions, if any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be replaced by an enforceable provision most closely reflecting the parties' intentions, with the balance of the Agreement remaining unaffected.

j. **Amendments.** We reserve the right to change the Agreement at any time (including by amending any of its provisions, adding new provisions, or deleting or modifying existing provisions) on at least ten days' prior notice to you, provided that we shall change the Merchant Regulations pursuant to the following provisions. You agree to accept all changes (and further to abide by the changed provisions in the Merchant Regulations) as a condition of your agreement to accept the Card. We are not bound by any changes that you propose in the Agreement, unless we expressly agree in a writing signed by our authorized representative. An e-mail does not constitute such a signed writing.

1. **Scheduled Changes.** The Merchant Regulations are published twice each year, in April and October. We have the right to, and hereby notify you that we may, change the provisions of the Merchant Regulations in scheduled releases (sometimes called "Notification of Changes" in our materials) as follows:

- a release of scheduled changes, to be published every April, which changes shall take effect in the following October (or in a later) edition of the Merchant Regulations or during the period between two editions of the Merchant Regulations, and
- a release of scheduled changes, to be published every October, which changes shall take effect in the following April (or in a later) edition of the Merchant Regulations or during the period between two editions of the Merchant Regulations.

Where a change is to take effect during the period between two editions of the Merchant Regulations, we shall also include the change in the edition of the Merchant Regulations covering the period during which the change shall take effect, noting the effective date of the change therein.

2. **Unscheduled Changes.** We also have the right to, and hereby notify you that we may, change the provisions of the Merchant Regulations in separate unscheduled releases, which generally shall take effect ten days after notice to you (unless another effective date is specified in the notice).

k. **Entire Agreement.** The Agreement is the complete and exclusive expression of the agreement between you and us regarding the subject matter hereof and supersedes any prior contemporaneous agreements, understandings, or courses of dealing regarding the subject matter hereof.


l. **Disclaimer of Warranties.** WE DO NOT MAKE AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT.

m. **No Third-Party Beneficiaries.** The Agreement does not and is not intended to confer any rights or benefits on any person that is not a party hereto and none of the provisions of the Agreement shall be enforceable by any person other than the parties hereto, their successors and permitted assigns.

n. **Press Releases.** You shall not issue any press release or make any public announcement (or both) in respect of the Agreement or us without our prior written consent.

o. **Independent Contractors.** You and we are independent contractors. No agency, partnership, joint-venture, or employment relationship is created between the parties by the Agreement. Each party is solely responsible for its own acts and omissions and those of its respective agents, employees, representatives, and subcontractors in connection with the Agreement.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By:   
Ramón Martín  
President  
Merchant Services, Americas

## Other Important Provisions for Card Acceptance American Express OnePoint Program

### 1. Overview of American Express OnePoint Program

**a. Eligibility; Transition to Our Standard Card Acceptance Program.** Our American Express OnePoint Program provides integrated Card acceptance services to eligible Entities through our agents, including PNC Merchant Services Company. If you do not qualify for this program, you may be enrolled in our standard American Express Card acceptance program, which has different servicing terms (e.g., different speeds of payment); you may terminate the Agreement if you do not wish to so be enrolled. If you become ineligible for our American Express OnePoint Program, we will transition you to our standard American Express Card acceptance program upon forty-five days' prior notice, unless you opt-out of that transition by notifying our agent in writing no later than fifteen days prior to the effective date of transition.

**b. Program Services.** We may perform our obligations and exercise our rights under the Agreement directly or through our agents. Since we are acting through our agent in many instances under the Agreement, the terms we, our, or us also may refer to our agent above, as the context requires. Please direct all inquiries and notices under the American Express OnePoint Program to our agent: PNC Merchant Services Company.

**c. Merchant Regulations.** The Merchant Regulations set forth the policies and procedures of our standard American Express Card acceptance program. The provisions of this Schedule A describe the different terms that apply to you under the American Express OnePoint Program and take precedence over the corresponding provisions of the Merchant Regulations. For example, since Entities classified in certain industries do not qualify for the American Express OnePoint Program, references in the Merchant Regulations to those industries may not apply to you. Please contact our agent for a copy of the Merchant Regulations and with any questions about specific industries under the program.

### 2. Doing Business With American Express

**a. Certain American Express Terms Not Applicable.** Our Online Merchant Services, the terms applicable to Corporate Purchasing Cards, and our Monthly Flat Fee option are not available to you under the American Express OnePoint Program. During your participation in the program, you are not required to configure your systems to communicate directly with our systems and you must not provide Payment Services or otherwise act as a Payment Service Provider.

**b. Merchant Number; Your Merchant Information.** Under the American Express OnePoint Program, you will not receive a standard American Express Merchant Number. Our agent will instead assign a unique OnePoint Program "merchant" or "account" number to your Establishment; if you have more than one Establishment (or a sales channel for Internet Orders), it may assign to each a separate number. You will need that number each time you call our agent under the American Express OnePoint Program. (If you are enrolled in or transition to our standard Card acceptance program, we (not our agent) will assign you a standard American Express Merchant Number.) You must notify our agent of any changes in your business and banking information and any closings of your Establishments. Our agent may verify and disclose information about you, including by requesting reports about you and the person signing your application to accept the Card.

### 3. Authorization

During your participation in the American Express OnePoint Program, you must initiate an Authorization for each Charge according to the Authorization procedures of our agent and contact our agent about all Authorization responses. You must obtain from and submit to our agent an Authorization Approval code for all Charges. Authorization does not guarantee that we or our agent will accept the Charge without exercising Chargeback, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.

### 4. Submission

During your participation in the American Express OnePoint Program, you must submit Charges and Credits electronically to our agent according to its Submission procedures under the OnePoint Program "merchant" or "account" number of the Establishment where the Charge or Credit originated. You must not submit Charges and Credits on paper.

### 5. Settlement

**a. Settlement Amount.** Our agent will pay you according to your payment plan, as described below, in U.S. dollars for the face amount of Charges submitted from your Establishments less all applicable deductions, which may include: (i) the Discount, (ii) any amounts you owe us or our Affiliates, (iii) any amounts for which we have Chargebacks, and (iv) any Credits you submit. Our agent will subtract the full amount of all applicable deductions from this payment to you (or debit your Demand Deposit Account), but if it cannot, then you must pay it promptly upon demand.

**b. Discount.** Your initial Discount and other fees and assessments are indicated in the Agreement or otherwise provided to you in writing by our agent. We or our agent may adjust any of these amounts and may change any other amount charged to you for accepting the Card. We or our agent may charge you different Discount Rates for Charges submitted by your Establishments that are in different industries. We or our agent will notify you of such fees, such adjustments and charges, and assessments and any different Discount Rates or Transactions fees that apply to you.

**c. Payment Plan.** Please see our application for the American Express OnePoint Program, the terms of your payment plan (e.g., speed of payment, payment and reconciliation options) with our agent govern settlement payments to you. Our agent will send payments for Charges from your Establishments according to your payment plan to your Bank Account that you designate to it. You must notify your bank that we, through our agent, will have access to your account for debiting and crediting the Bank Account.

### 6. Protecting Cardmember Information

You must notify our agent immediately if you know or suspect that Cardmember Information has been accessed or used without authorization or used other than in accordance with the Agreement. You must promptly provide to us and our agent all Card Numbers related to the data incident and audit reports of the data incident, and you must work with us and our agent to rectify any issues arising from the data incident, as specified in the Merchant Regulations.

### 7. Risk Evaluation

**a. Prohibited/High Risk Merchants and Activities.** Entities classified in certain industries or accepting Transactions for certain prohibited activities do not qualify for the American Express OnePoint Program, but may qualify for our standard American Express Card acceptance program. Please contact our agent with any questions about those risk evaluation procedures under the program.

**b. Protective Actions.** Our agent may take actions to protect our rights or those of any of our Affiliates on our behalf. For example, the determination to establish a Reserve may be triggered by events identified by our agent and may include requiring you to deposit funds or other collateral with us or our agent, changing the speed of payment for Charges, exercising immediate Chargeback, and charging you fees for Disputed charges. Our agent may establish the Reserve; increase the Reserve from time to time; make deductions and withhold from, and recoup and offset against the Reserve any amounts owed under the Agreement; and terminate the Agreement on our behalf. Our agent will inform you if a Reserve is established. You must provide to our agent promptly, upon request, information about your finances, creditworthiness, and operations, including your most recent certified financial statements. You must notify our Agent immediately of the occurrence of any event described in Section 1.3.b v of the General Provisions.

### 8. Inquiries and Chargebacks

During your participation in the American Express OnePoint Program, our agent's procedures for Inquiries, Disputed Charges, and Chargebacks govern the Disputed Charge process, provided that nothing therein waives our Chargeback rights under the Agreement. Our agent may Chargeback by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or our agent may notify you of your obligation to pay us (through our agent), which you must do promptly and fully. Our or our agent's failure to demand payment does not waive our Chargeback rights.

### SCHEDULE B Intentionally Omitted

### SCHEDULE C Intentionally Omitted

This TeleCheck Services Terms and Conditions (the “**Agreement**”) is entered by and between TeleCheck Services, Inc. (“**TeleCheck**”) and Subscriber (“**Subscriber**”) as indicated on the Merchant Processing Application and Agreement. TeleCheck will provide one of the following services (“**TeleCheck Services**”) as selected in the Merchant Processing Application: TeleCheck Electronic Check Acceptance® (“**ECA**”) warranty service (“**ECA Warranty Service**”) or Paper Warranty service (“**Paper Warranty Service**”). Upon processing Subscriber’s first check through any of the TeleCheck® services or from the date Subscriber is entered into the TeleCheck system as a subscriber, whichever is earlier (the “**Effective Date**”), the terms and conditions of this Agreement, including payment and the Minimum Monthly Fee, shall apply from that point forward. Any of the TeleCheck services, including, without limitation, funds settlement, billing and customer service, may be performed by one or more of TeleCheck’s affiliates.

**2.1. Term, Termination and Amendment.** This Agreement shall be effective for an initial term of 12 months from the Effective Date as indicated on the Merchant Processing Application and Agreement; provided, however, that Subscriber may terminate this Agreement if Subscriber gives and TeleCheck receives written notice of termination within the first 30 days of the Agreement. Thereafter, this Agreement shall automatically continue until terminated as provided for herein. Subscriber may terminate this Agreement at the end of the initial term or hereafter upon at least 30 days’ prior written notice to TeleCheck. TeleCheck reserves the right to amend, at its discretion, this Agreement, including, without limitation, any rates, fees, addenda and/or the TeleCheck Operational Procedures, by providing Subscriber notice and such amendments shall be effective 30 days from the date notice is mailed to Subscriber. In the event TeleCheck changes the rates, fees or warranty limits hereunder, Subscriber may terminate this Agreement upon written notice received by TeleCheck within such 30 day period. TeleCheck may terminate this Agreement at any time upon notice to Subscriber. Subscriber may terminate this Agreement at anytime upon written notice if TeleCheck has failed to cure a material breach of this Agreement within 30 days following written notice of that breach given by Subscriber.

**2.2. Definitions.** As used in this Agreement, the following definitions apply: “**ACH Network**” means the Automated Clearing House Network, a processing and delivery system that provides for the distribution and settlement of electronic credits and debits. “**Authorization Receipt**” means the written authorization receipt, in the form approved by TeleCheck, signed by Consumer for each ECA Warranty Transaction. “**Batch**” means a collection of saved transactions transmitted to TeleCheck for settlement processing. “**Claim**” means any claim, demand, directive, suit or other proceeding, notice, damage, expense (including reasonable attorney’s fees), assessment, fine or liability of any kind. “**Consumer**” means a person or entity that authorizes an Item. “**Consumer Authorization Format**” means the required format (including, without limitation, all verbiage for payment authorization, return item fees, check approvals and declines, etc.), provided by TeleCheck to Subscriber, as amended from time to time, for processing Consumer payments to Subscriber by an Electronic Item. “**ECA Warranty Transaction**” means a transaction processed by TeleCheck under the ECA Warranty Service as an electronic funds transfer, a remotely created check or a paper check for the contemporaneous purchase of goods or service by a Consumer at Subscriber’s physical location. “**Electronic Item Warranty Transaction**” means a payment transaction which is processed as an Electronic Item under the applicable warranty service for the purchase of goods or services by a Consumer. “**Item**” means an outstanding financial obligation pursuant to a paper check, electronic funds transfer or remotely created check processed under this Agreement. “**NACHA Rules**” means the National Automated Clearing House Association Operating Rules and Guidelines, as amended from time to time, that govern the ACH Network. “**Paper Warranty Transaction**” means a transaction for the contemporaneous purchase of goods or services pursuant to TeleCheck’s Paper Warranty Service program. “**Return Item Fee**” means any fee or exemplary damages allowed by law that may be assessed on a Return Item. “**Return Items**” mean any Items that are dishonored, returned, reversed, charged back or otherwise unpaid by a Consumer’s financial institution upon presentment for payment, regardless of the reason or timing. “**Returned Payment**” means any financial obligation pursuant to this Agreement not paid by Subscriber’s financial institution. “**Subscriber’s Account**” means Subscriber’s financial institution account. “**TeleCheck Approval Code**” means that TeleCheck has authorized an Item for warranty coverage under this Agreement “**TeleCheck Operational Procedures**” means TeleCheck’s published policies and procedures contained in various documents provided to Subscriber concerning the services, equipment and maintenance provided pursuant to this Agreement. “**TeleCheck Parties**” means TeleCheck, its affiliates, officers, directors, employees, shareholders, agents and attorneys. “**Warranty Maximum**” (a) for an Item processed as an ECA Warranty Transaction means the lower of (i) the face amount of the Item, (ii) the amount set forth on the Merchant Processing Application; or (iii) \$25,000.00; (b) for an Item processed as a Paper Warranty Transaction means the lower of (i) the face amount of the Item; (ii) the amount set forth on the Merchant Processing Application; or (iii) \$99,999.99.

#### **TERMS APPLICABLE ONLY TO TELECHECK ECA WARRANTY SERVICE**

### **2.3. ECA Warranty Service.**

**2.3.1. Description.** The TeleCheck ECA Warranty Service provides Subscriber with: (a) coded information to assist Subscriber in deciding whether or not to accept an Item; (b) processing services; and (c) warranty services for ECA Warranty Transactions that comply with the warranty requirements of Section 2.3, all in accordance with this Agreement.

**2.3.2. Processing Services.** For each ECA Warranty Transaction that TeleCheck issues a TeleCheck Approval Code that is processed by TeleCheck as an electronic funds transfer or remotely created check, TeleCheck shall, via an electronic funds transfer, effect a credit to Subscriber’s Account for the amount of such transaction as part of a batch credit. Such credit shall typically occur within 2 banking days following Subscriber’s regular close-out of the point of sale terminal and transmission of the saved ECA Warranty Transactions to TeleCheck for settlement processing, provided that the Batch is closed and received by TeleCheck by 9:00 p.m. Central Time. Subscriber authorizes TeleCheck on its behalf to initiate debits to the Consumer’s accounts for each such ECA Warranty Transaction. TeleCheck may reduce such credit, or initiate a debit, by the amount of any necessary adjustments for ECA Warranty Transactions, including, without limitation, chargebacks or partial adjustments, to Subscriber’s Account. TeleCheck reserves the right to decline to process any transaction as an ECA Warranty Transaction. As required by NACHA Rules TeleCheck’s Originating Financial Institution (as defined by the NACHA Rules) shall have the right to audit Subscriber’s compliance with this Agreement and the NACHA Rules.

TeleCheck shall not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including, without limitation, any ACH Network participant or Subscriber’s financial institution. Notwithstanding anything contained herein to the contrary, TeleCheck shall be entitled without notice to place a hold on or suspend payment of any amounts now due or hereafter to become due (“**Funds Hold**”) should any questionable activity occur as determined by TeleCheck in its own discretion, including without limitation, an excessive amount of Return Items or a breach of the NACHA Rules, or as otherwise required by the Originating Financial Institution or by law. In addition to the right to place a Funds Hold with respect to any payment, TeleCheck is also entitled without notice to freeze or terminate all processing activities. In addition to any other remedies available to TeleCheck under this Agreement, Subscriber agrees that, if Subscriber breaches or fails to comply with this Agreement, TeleCheck may, with notice to be provided within 3 business days following such action, change processing or payment terms, suspend settlement or other payments of any amounts now due, or hereafter to become due, until TeleCheck has had reasonable opportunity to investigate such event. Continuance of service and payment processing during any period of delinquency shall not constitute a waiver of TeleCheck’s rights of suspension or termination. In the event TeleCheck makes a partial adjustment to an Item or a credit to a Consumer’s account at the request of Subscriber or as a result of a Subscriber error, and the Item becomes a Return Item, TeleCheck may recover all such amounts from Subscriber. TeleCheck may also recover from Subscriber the amount of any fees paid by a Consumer to Consumer’s financial institution which resulted from a Subscriber error.

**2.3.3. Warranty Requirements.** TeleCheck warrants the accuracy of its information provided that all requirements set forth in this Section are strictly met. TeleCheck agrees to purchase from Subscriber one Item per ECA Warranty Transaction for which a TeleCheck Approval Code was inaccurate; provided, however, that TeleCheck’s liability shall be limited by the Warranty Maximum and warranty requirements, and shall not exceed the amount of the Item. Subscriber’s sole and exclusive remedy for breach of warranty shall be the right to require TeleCheck to purchase such Item subject to the terms and conditions contained in this Agreement. Subscriber represents and warrants with respect to each ECA Warranty Transaction submitted to TeleCheck for processing under this Agreement that:

- a) The check is a first party check drawn on Consumer’s deposit account at a United States financial institution and made payable to Subscriber. The name of the Consumer is imprinted or typed on the check by the check manufacturer;
- b) Subscriber made an inquiry to TeleCheck in strict accordance with TeleCheck Operational Procedures and obtained a single TeleCheck Approval Code. The transaction was not performed in an attempt to avoid the warranty requirements or Warranty Maximum (as more fully described in 2.3.6(f)), including through split sales;
- c) The transaction represents an obligation of Consumer at the point of sale (no phone, mail or internet orders) for goods sold or rented or services rendered for the price of such goods or services, and the transaction is not for credit, cash or payment on an account, debt or check already due Subscriber;
- d) The signature of Consumer on the Authorization Receipt is not substantially different from the name imprinted on the check;
- e) The date of the check and the ECA Warranty Transaction accurately coincides within 1 calendar day of (i) the date of the inquiry call to TeleCheck, and (ii) the date the transaction actually occurred. (Checks may not pre-date or post-date by more than 1 calendar day the date of the inquiry call and the transaction date);
- f) Subscriber has no reason to question or have notice of any fact, circumstance or defense which would impair the validity or collectability of Consumer’s obligation or relieve Consumer from liability;
- g) The transaction is not subject to any stop payment, dispute or set-off;
- h) Subscriber has complied with and shall comply with all applicable laws, rules, regulations, and NACHA Rules including, without limitation, its obligations as an Originator under the NACHA Rules, posting notice to authorize the ECA Warranty Transaction and the Return Item Fee in a prominent and conspicuous location, and providing a copy of the notice to the Consumer, all in accordance with Regulation E (12 C.F.R. Part 205);

- 1) Consumer authorized the ECA Warranty Transaction and the ECA Warranty Transaction entry is in the amount agreed to by Consumer. Subscriber received a separate signed and completed Authorization Receipt from Consumer for each ECA Warranty Transaction;
- j) The paper check to which the ECA Warranty Transaction relates: (i) has not been used in any other transaction, (ii) is voided on the front by Consumer or Subscriber, and (iii) is returned to Consumer;
- k) The amount entered into the TeleCheck system and on the Authorization Receipt match exactly and does not exceed the Warranty Maximum; and
- l) If the ECA Warranty Transaction is approved as a paper check not eligible for processing as an electronic funds transfer, each representation and warranty set forth in Section 2.4.2 shall be applicable to such ECA Warranty Transaction.

**2.3.4. Authorization Receipts.** Subscriber shall (a) maintain the signed Authorization Receipt for a minimum period of 2 years from the date of the transaction or for the period specified by the NACHA Rules, whichever is longer, (b) physically deliver either the original or a legible copy of the signed Authorization Receipt to TeleCheck within 7 days of TeleCheck's request, and (c) permit TeleCheck to audit Subscriber (upon reasonable notice and during normal business hours) for compliance with this requirement.

**2.3.5. Assignment of ECA Warranty Transactions.** By electing to subscribe to the TeleCheck ECA Warranty Service, Subscriber ASSIGNS, TRANSFERS AND CONVEYS to TeleCheck all of Subscriber's rights, title and interest in any ECA Warranty Transaction submitted by Subscriber to TeleCheck under this Agreement. Subscriber shall, at TeleCheck's request, endorse such check and take any action reasonably deemed necessary by TeleCheck to aid in the enforcement of TeleCheck's rights hereunder.

**2.3.6. Chargeback and Reassignment.** TeleCheck may chargeback to Subscriber any ECA Warranty Transaction processed by TeleCheck, or reassign to Subscriber any ECA Warranty Transaction which has been approved as a paper check and purchased by TeleCheck, in any of the following circumstances:

- a) The goods or services, in whole or in part, for which the ECA Warranty Transaction was submitted, have been returned to Subscriber, have not been delivered by Subscriber, are claimed by Consumer to have been unsatisfactory, or are subject to any stop payment, dispute or set-off;
- b) Subscriber has received full or partial payment or security in any form to secure payment of the Item, or the goods or services for which the Item was issued or authorized were initially delivered on credit or under a lease;
- c) The transaction is for any reason illegal, void or invalid; or purchase by or transfer to TeleCheck of the Item is not permitted by applicable law; or a court of law determines that the Item is, in whole or in part, not due and payable by Consumer, unless such determination results from Consumer's bankruptcy proceeding;
- d) Any of the representations made by Subscriber as set forth in Section 2.3.3 are or become false or inaccurate;
- e) Subscriber failed to comply with this Agreement;
- f) Subscriber, or any of Subscriber's owners, agents or employees: (i) materially altered either the check or the Authorization Receipt; or (ii) processed the transaction with reason to know that the Item was likely to be dishonored (including failure to receive a TeleCheck Approval Code) or that the identification used was forged, altered or did not belong to Consumer; or (iii) processed the transaction in a manner which was an attempt to avoid the warranty requirements or Warranty Maximum. "Knowledge" shall be presumed in the presence of facts or circumstances which, if known, would cause a non-subscribing merchant, using commercially reasonable judgment, to independently refuse to accept a check. "Knowledge" is also presumed where there is evidence of Subscriber's attempt to avoid warranty limitations through manipulation of transactions, including, but not limited to the splitting of a single transaction into smaller components or resubmission of a previously denied transaction;
- g) The Authorization Receipt was incomplete or unsigned, or a legible copy of the Authorization Receipt was not received by TeleCheck within 7 days of a request by TeleCheck;
- h) A duplicate ECA Warranty Transaction relating to the same transaction was received and processed, or the original paper check was deposited, thereby creating a duplicate entry against Consumer's financial institution account;
- i) Consumer disputes authorizing the ECA Warranty Transaction or the validity or accuracy of the transaction;
- j) Subscriber received notice that Consumer filed bankruptcy and Subscriber failed to notify TeleCheck of the bankruptcy within 3 business days of Subscriber's receipt of such notice; or
- k) The closeout of the Batch and transmission of the ECA Warranty Transaction to TeleCheck for settlement processing did not occur within 7 days from the date the TeleCheck Approval Code was issued for the transaction.

Subscriber shall immediately notify TeleCheck upon the happening of any of the above circumstances. If the Item is charged back or reassigned as provided herein, (a) TeleCheck may debit Subscriber's Account in the amount paid by TeleCheck for the Item, (b) TeleCheck may deduct or offset such Item against any amounts to be paid to Subscriber for ECA Warranty Transactions, or (c) upon request, Subscriber shall remit the amount of the Item to TeleCheck. TeleCheck may also chargeback to Subscriber any amount over the

Warranty Maximum. Upon ECA Warranty Transaction, where TeleCheck has not received payment for such transaction within 60 days of the date of the ECA Warranty Transaction. Upon charging back or reassigning an Item, TeleCheck shall have no further liability to Subscriber on such Item. Following termination of this Agreement, Subscriber shall continue to bear total responsibility for any reassignments, chargebacks and adjustments made under this Section.

**2.3.7. Account Reconciliation.** Payments processed by TeleCheck will be reflected on settlement reports made available to Subscriber by TeleCheck. Subscriber agrees to notify TeleCheck promptly of any discrepancy between Subscriber's records and the information provided in the reports, or of any funding failures or errors. In the event any ECA Warranty Transaction is not funded or otherwise paid by TeleCheck in accordance with Section 2.3.2, Subscriber is required to notify TeleCheck in writing within 30 days from the date of such transaction. If Subscriber fails to notify TeleCheck within such 30 day period of the discrepancy, funding failure or error, TeleCheck shall have no liability and Subscriber is precluded from asserting any claims, damages or losses arising from such discrepancy, funding failure or error.

**2.3.8. "Goodwill" of a Non-Compliance Item.** TeleCheck, in its sole discretion, may voluntarily elect not to chargeback or reassign to Subscriber a specific non-compliance Item which fails to comply with the warranty requirements set forth in Section 2.3.3. Such discretionary election by TeleCheck shall not (a) constitute a course of dealing or a waiver of TeleCheck's right to chargeback or reassign any other Return Item, or (b) relate to any other past or subsequent Return Item, or (c) act as a waiver of TeleCheck's right to decline to pay any other Return Item.

**2.3.9. Reserve Account Establishment and Funding.** Subscriber expressly authorizes TeleCheck to establish a reserve account for ECA Warranty Transactions. The amount of the reserve account shall be set by TeleCheck, in its sole discretion, based upon Subscriber's processing history and the anticipated risk of loss to TeleCheck. The reserve account shall be fully funded upon 3 days' notice to Subscriber or in instances of fraud or breach of this Agreement the reserve account may be funded immediately at TeleCheck's election. The reserve account may be funded by all or any combination of the following: (a) one or more debits to Subscriber's Account (and TeleCheck is hereby authorized to make such debits); (b) one or more deductions or offsets to any payments otherwise due to Subscriber from TeleCheck or any of its affiliates; or (c) Subscriber's delivery to TeleCheck of a letter of credit issued or established by a financial institution acceptable to, and in a form satisfactory to, TeleCheck. In the event of termination of this Agreement by either TeleCheck or Subscriber, an immediate reserve account may be established without notice in the manner provided above. Any reserve account will be held by TeleCheck for 10 months after termination of this Agreement. Subscriber's funds may be held in a commingled reserve account for the reserve funds of TeleCheck's subscribers without involvement by an independent escrow agent, and shall not accrue interest. If Subscriber's funds in the reserve account are not sufficient to cover the delinquent fees, chargebacks or rejected and reassigned warranty Items, or any other fees and charges due from Subscriber to TeleCheck or its affiliates, or if the funds in the reserve account have been released, Subscriber shall immediately pay TeleCheck such sums upon request. In the event of a failure by Subscriber to fund the reserve account, TeleCheck may fund such reserve account in the manner set forth above.

**2.3.10. Fees and Rates.** Subscriber shall pay TeleCheck the fees and rates set forth on the Merchant Processing Application and addenda, if any, or in this Agreement, as changed from time to time by TeleCheck, plus all applicable taxes. The "Inquiry Rate" is the percentage rate which shall apply to the face amount of each Item (up to the Warranty Maximum), for which an authorization inquiry is made to TeleCheck by telephone, electronically or otherwise, whether or not a TeleCheck Approval Code is issued. The "Transaction Fee" is the additional per transaction charge for each ECA Warranty Transaction inquiry, whether or not a TeleCheck Approval Code is issued. The "Monthly Minimum Fee" is the minimum aggregate amount of Inquiry Rate fees that Subscriber shall pay on a monthly basis. If the total Inquiry Rate fees for Subscriber's inquiries for any month are less than the Monthly Minimum Fee, then the Monthly Minimum Fee shall apply. The "Customer Requested Operator Call Fee" "CROC" or "Voice Authorization Fee" is an additional fee per operator or Interactive Voice Response (IVR)-assisted call not requested by TeleCheck. The "December Risk Surcharge" is an additional percentage charge added to the Inquiry Rate for each authorization inquiry in December. The "Monthly Statement/Processing Fee" is a monthly fee for handling Subscriber's account.

The following additional fees may also be charged by TeleCheck: The "Funding Report Fee" is a \$15.00 monthly fee to receive daily funding reports or \$10.00 monthly fee to receive weekly funding reports. The "Chargeback Fee" is a \$5.00 handling fee for each chargeback of an ECA Warranty Transaction. The "Correction Fee" is a \$5.00 fee payable on each Item that must be corrected due to Subscriber's error or at Subscriber's request. The "Recovery Processing Fee" is a \$5.00 fee for each Item that fails to meet warranty requirements for which TeleCheck elects, in its discretion, to reimburse Subscriber as a "Goodwill Item" for a specific Return Item. A "Terminal Application Update Fee" of \$25.00 per terminal shall be charged for each occasion that a terminal application update is made available for additional features, different information or regulatory compliance. Any additional requests or other services not included in this Agreement may be subject to additional fees. Fees for these items may be obtained by contacting TeleCheck. The above fees are in addition to any fees charged by TeleCheck to Subscriber under any other agreement..

## 2.4. Paper Warranty Service.

**2.4.1. Description.** The TeleCheck Paper Warranty Service provide Subscriber with: (a) coded information to assist Subscriber in deciding whether or not to accept a check; and (b) warranty services for checks that meet the warranty requirements of Section 2.4.2, all in accordance with this Agreement.

**2.4.2. Warranty Requirements.** TeleCheck warrants the accuracy of its information provided that all requirements set forth in this Section are strictly met. TeleCheck agrees to purchase from Subscriber one check per Paper Warranty Transaction for which a TeleCheck Approval Code was inaccurate; provided, however, that TeleCheck's liability shall be limited by the Warranty Maximum and warranty requirements, and shall not exceed the amount of the check. Subscriber's sole and exclusive remedy for breach of warranty shall be the right to require TeleCheck to purchase such check subject to the terms and conditions contained in this Agreement. Subscriber represents and warrants with respect to each Paper Warranty Transaction submitted to TeleCheck for processing under this Agreement that:

- a) The check is a first party check drawn on Consumer's deposit account at a United States or Canadian financial institution, completely and properly filled out, and made payable to Subscriber. The name of the Consumer is imprinted or typed on the check by the check manufacturer. If a P.O. Box is used or an address is not imprinted by the check manufacturer, a physical address description is written on the check according to TeleCheck Operational Procedures;
- b) Subscriber made an inquiry to TeleCheck in strict accordance with TeleCheck Operational Procedures and obtained a single TeleCheck Approval Code. The transaction was not performed in an attempt to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 2.4.4(f)), including through split sales;
- c) The transaction represents an obligation of Consumer at the point of sale (no phone, mail or internet orders) for goods sold or rented or services rendered for the price of such goods or services, and the transaction is not for credit, cash or payment on an account, debt or check already due Subscriber;
- d) The signature in the signature block on the check is not substantially different from the name imprinted on the check;
- e) The date of the check accurately coincides within 1 calendar day of (i) the date of the inquiry call to TeleCheck, and (ii) the date the transaction actually occurred. (Checks may not pre-date or post-date by more than 1 calendar day the date of the inquiry call and the transaction date.);
- f) Subscriber has no reason to question or have notice of any fact, circumstance or defense which would impair the validity or collectability of Consumer's obligation or relieve Consumer from liability;
- g) The TeleCheck Subscriber Number, Consumer's telephone number (including area code), identification type and number and TeleCheck Approval Code are printed or written on the check;
- h) The amount shown in words and figures on the check is (i) less than or equal to the amount entered into the TeleCheck system, or (ii) no more than \$1.00 over the amount entered into the TeleCheck system;
- i) The check is deposited in Subscriber's Account and received by TeleCheck for purchase within 30 days of the date of the check. Such check has been sent directly from Subscriber's financial institution after being presented for payment only once (no representations shall be allowed, whether paper or electronic); and
- j) The transaction is not subject to any stop payment, dispute or set-off.

**2.4.3. Assignment of Checks.** By electing to subscribe to the Paper Warranty Service, Subscriber ASSIGNS, TRANSFERS AND CONVEYS to TeleCheck all of Subscriber's rights, title and interest in any check submitted to TeleCheck for coverage under this Agreement. Subscriber shall, at TeleCheck's request, endorse such check and take any action reasonably deemed necessary by TeleCheck to aid in the enforcement of TeleCheck's rights hereunder.

**2.4.4. Reassignment.** TeleCheck may reassign to Subscriber any check purchased by TeleCheck pursuant to the Paper Warranty Service provisions of this Agreement, in any of the following circumstances:

- a) The goods or service, in whole or in part, for which the check was issued have been returned to Subscriber, have not been delivered by Subscriber, claimed by Consumer to have been unsatisfactory, or are subject to any stop payment, dispute or set-off;
- b) Subscriber has received full or partial payment or security in any form to secure payment of the check, or the goods or services for which the check was issued were initially delivered on credit or under a lease;
- c) The transaction is for any reason illegal, void or invalid; or purchase by or transfer to TeleCheck of the check is not permitted by applicable law; or a court of law determines that the check is, in whole or in part, not due and payable by Consumer, unless such determination results from Consumer's bankruptcy proceeding;
- d) Any of the representations made by Subscriber as set forth in Section 2.4.2 are or become false or inaccurate;
- e) Subscriber failed to comply with this Agreement;

(i) materially altered the check; or (ii) accepted the check with reason to know that it was likely to be dishonored (including failure to receive a TeleCheck Approval Code) or that the identification used was forged, altered or did not belong to Consumer; or (iii) processed the transaction in a manner which was an attempt to avoid the warranty requirements or Warranty Maximum. "Knowledge" shall be presumed in the presence of facts or circumstances which, if known, would cause a non-subscribing merchant, using commercially reasonable judgment, to independently refuse to accept a check. "Knowledge" is also presumed where there is evidence of Subscriber's attempt to avoid warranty limitations through manipulation of transactions, including, but not limited to the splitting of a single transaction into smaller components or resubmission of a previously denied transaction; or

- g) Subscriber received notice that Consumer filed bankruptcy and Subscriber failed to notify TeleCheck of the bankruptcy within 3 business days of Subscriber's receipt of such notice.

Subscriber shall immediately notify TeleCheck upon the happening of any of the above circumstances. If the check is reassigned as provided herein, TeleCheck may debit Subscriber's Account in the amount paid by TeleCheck for the check, or upon request, Subscriber shall remit the amount of the check to TeleCheck. Upon reassignment of a check, TeleCheck shall have no further liability to Subscriber on such check. Following termination of this Agreement, Subscriber shall continue to bear total responsibility for any reassignments, chargebacks and adjustments made under this Section.

**2.4.5. "Goodwill" of a Non-Compliance Item.** TeleCheck, in its sole discretion, may voluntarily elect not to reassign to Subscriber a specific non-compliance Item which fails to comply with the warranty requirements set forth in Section 2.4.2. Such discretionary election by TeleCheck shall not (a) constitute a course of dealing or a waiver of TeleCheck's right to reassign any other Return Item, or (b) relate to any other past or subsequent Return Item, or (c) act as a waiver of TeleCheck's right to decline to pay any other Return Item.

**2.4.6. Fees and Rates.** Subscriber shall pay TeleCheck the fees and rates set forth on the Merchant Processing Application and addenda, if any, or in this Agreement, as changed from time to time by TeleCheck, plus all applicable taxes. The **"Inquiry Rate"** is the percentage rate which shall apply to the face amount of each Item (up to the Warranty Maximum), for which an authorization inquiry is made to TeleCheck by telephone, electronically or otherwise, whether or not a TeleCheck Approval Code is issued. The **"Transaction Fee"** is the additional per transaction charge for each transaction inquiry, whether or not a TeleCheck Approval Code is issued. The **"Monthly Minimum Fee"** is the minimum aggregate amount of Inquiry Rate fees that Subscriber shall pay on a monthly basis. If the total Inquiry Rate fees for Subscriber's inquiries for any month are less than the Monthly Minimum Fee, then the Monthly Minimum Fee shall apply. The **"Customer Requested Operator Call Fee"** "CROC" or **"Voice Authorization Fee"** is an additional fee per operator or Interactive Voice Response (IVR)-assisted call not requested by TeleCheck. The **"December Risk Surcharge"** is an additional percentage charge added to the Inquiry Rate for each authorization inquiry in December. The **"Monthly Statement/Processing Fee"** is a monthly fee for handling Subscriber's account. The following additional fees may be also be charged by TeleCheck: The **"Recovery Processing Fee"** is a \$5.00 fee for each Item that fails to meet warranty requirements for which TeleCheck elects, in its discretion, to reimburse Subscriber as a **"Goodwill Item"** for a specific Return Item. A **"Terminal Application Update Fee"** of \$25.00 per terminal shall be charged for each occasion that a terminal application update is made available for additional features, different information or regulatory compliance. Any additional requests or other services not included in this Agreement may be subject to additional fees. Fees for these items may be obtained by contacting TeleCheck. The above fees are in addition to any fees charged by TeleCheck to Subscriber under any other agreement.

## GENERAL TERMS APPLICABLE TO ALL TELECHECK SERVICES

**2.5. Payment.** All fees and charges are due upon receipt of invoice. Subscriber authorizes TeleCheck to debit from Subscriber's Account, all payments and other amounts owed (including, without limitation, all Return Items, Returned Payments, chargebacks, adjustments, fees and charges, and delinquency charges) under this Agreement or any other agreement between Subscriber and TeleCheck or its affiliates, and to credit all amounts owing to Subscriber under this Agreement to Subscriber's Account. If there are insufficient funds in Subscriber's Account to pay amounts owed to TeleCheck or its affiliates, or if debits to Subscriber's account are rejected due to ACH debit blocks, or if there are any amounts otherwise not paid by Subscriber when due, including, without limitation, delinquency charges, chargebacks or rejected and reassigned warranty Items, Subscriber shall immediately reimburse TeleCheck or its affiliates upon demand, or at TeleCheck's option, TeleCheck may offset or recoup such amounts against any amounts due Subscriber under this Agreement or any other agreement between Subscriber and TeleCheck or its affiliates. A delinquency charge of 1-1/2% per month or the highest amount permitted by law, whichever is lower, shall be added to the outstanding balance of any account over 15 days delinquent. TeleCheck shall have the right to suspend all services and obligations to Subscriber, including the payment of all warranties due and all transactions previously authorized, during any period in which Subscriber's account is delinquent. Subscriber agrees to pay to TeleCheck a fee of \$25.00 or the highest amount permitted by law, whichever is lower, for any Returned Payment. Subscriber shall also be responsible for paying for all of the point of sale supplies related to the TeleCheck services (i.e., paper and ink for terminals, rubber stamps, if applicable).

under this Agreement and any other agreement (including any check or credit card processing services), Subscriber grants to TeleCheck a lien and security interest in and to any of Subscriber's funds pertaining to the transactions contemplated by this Agreement now or hereafter in the possession of TeleCheck or its affiliates, whether now or hereafter due or to become due to Subscriber from TeleCheck. Any such funds may be commingled with other funds of TeleCheck, or, in the case of any funds held in a reserve account, with any other funds of other subscribers of TeleCheck. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, TeleCheck is hereby authorized by Subscriber at any time and from time to time, without notice or demand to Subscriber or to any other person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of Subscriber's obligations to TeleCheck and its affiliates under this Agreement and any other agreement, including, without limitation, fees for any other services (including any check or credit card processing services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. Subscriber agrees to duly execute and deliver to TeleCheck such instruments and documents as TeleCheck may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in this Agreement.

**2.7. Point of Sale Notices; Return Item Fees.** Subscriber agrees to follow procedures and post and provide at TeleCheck's direction any notices (including any updates to such notices) which in TeleCheck's opinion may be required for TeleCheck to process the Item and/or the Return Item Fee, as an electronic funds transfer, draft or otherwise. Subscriber also agrees to assess a Return Item Fee on all Return Items, and that TeleCheck shall be entitled to collect and retain the Return Item Fee from Consumer.

**2.8. TeleCheck Approval Code.** Subscriber acknowledges that TeleCheck will use its internal and proprietary risk management systems to evaluate the risk associated with any particular Item and to assist in its decision whether or not to issue a TeleCheck Approval Code. The decision to issue a TeleCheck Approval Code shall be within the discretion of TeleCheck.

**2.9. Credit Law Compliance.** Subscriber certifies that: (a) Subscriber has a legitimate business need, in connection with a business transaction initiated by Consumer, for the information provided by TeleCheck under this Agreement regarding such Consumer; and (b) the information provided by TeleCheck shall only be used for permissible purposes as defined in the Fair Credit Reporting Act, and applicable state and federal laws, with the exception that the information shall not be used for employment purposes, and shall not be used by Subscriber for any purpose other than a single business transaction between Consumer and Subscriber occurring on the date of the inquiry call to TeleCheck. Neither Subscriber, nor Subscriber's agents or employees, shall disclose the results of any inquiry made to TeleCheck except to Consumer about whom such inquiry is made and in no case to any other person outside Subscriber's organization. If Subscriber decides to reject any transaction, in whole or in part, because of information obtained from TeleCheck, Subscriber agrees to provide Consumer with all information required by law and TeleCheck.

**2.10. Use of TeleCheck Materials and Marks.** Pursuant to authorization granted to TeleCheck by TeleCheck International, Inc., the owner of the trademarks referenced in this section, TeleCheck grants to Subscriber, and Subscriber accepts, a nonexclusive, nonassignable and nontransferable limited license, uncoupled with any right or interest, to use the TELECHECK and the TELECHECK logo service marks, and for those Subscribers who are receiving ECA Warranty Service or ECA Verification Service, the TELECHECK ELECTRONIC CHECK ACCEPTANCE and ECA Service marks (collectively, the "TeleCheck Marks") as follows. Subscriber may use and display decals, identification data and other materials provided by TeleCheck during the term of this Agreement at Subscriber's location solely in connection with the offering of TeleCheck services as authorized under this Agreement. Subscriber shall not permit any persons other than its own officers or employees at Subscriber's locations to use the TeleCheck Subscriber number assigned by TeleCheck. Subscriber agrees that upon termination of this Agreement it will, at its own expense, either return or destroy all TeleCheck materials (including the prompt removal of any TeleCheck decals, electronic files, logos or other materials or references to TeleCheck that are displayed to the public, including those affixed to equipment, doors or windows). The monthly fees payable by Subscriber will apply for all months or fractions of a month that any materials or TeleCheck-owned equipment remain in use. Subscriber shall not create any print, electronic or Internet-based materials including but not limited to any advertising or promotional materials using any TeleCheck Marks without the prior written consent of TeleCheck. Subscriber acknowledges TeleCheck International, Inc.'s ownership of the TeleCheck Marks and will not contest the validity of the marks or the ownership thereof. Subscriber further agrees to refrain from performing any acts that might discredit, disparage, dilute, infringe or negatively affect the value of the TeleCheck Marks or constitute unfair competition to TeleCheck or TeleCheck International, Inc. Subscriber agrees promptly to bring to TeleCheck's attention any unauthorized use of the TeleCheck Marks by third parties of which Subscriber becomes aware. Subscriber shall use the TeleCheck Marks pursuant to any guidelines provided by TeleCheck, as may be amended from time to time. The following shall appear at least once on every piece of advertising or promotional material created by Subscriber which uses the TeleCheck Marks and has received prior written approval from TeleCheck: "The ("Applicable Mark") trademark is owned by TeleCheck International, Inc. and is licensed for use by ("Subscriber Name")."

**2.11. Use of Information.** Subscriber agrees that: (a) any data and other information relating to an Item or Consumer obtained by TeleCheck in connection with any service provided hereunder (including any electronic or other image of all or any portion of any check or driver's license or other identification) shall be owned by TeleCheck, with all right,

title and interest therein, and (b) TeleCheck may provide or receive information provided to a TeleCheck affiliate for TeleCheck's credit review; and (c) TeleCheck may provide or receive any experiential information regarding Subscriber or Subscriber's customers to or from any TeleCheck affiliate.

**2.12. TeleCheck Operational Procedures.** Subscriber shall strictly follow all TeleCheck Operational Procedures provided to Subscriber, as may be amended from time to time by TeleCheck, in its discretion.

### 2.13. Equipment.

**2.13.1. General.** Subscriber may purchase point-of-sale equipment or Subscriber may rent equipment from TeleCheck as indicated on the Merchant Processing Application. Title to all rental or loaned equipment, if any, is retained by TeleCheck. Monthly rental fees will apply to all months or fractions of a month any equipment remains in use by or in the actual or constructive possession of Subscriber. Upon termination of this Agreement, Subscriber, at Subscriber's expense, shall return all rented or loaned equipment to TeleCheck in good repair, ordinary wear and tear excepted. TeleCheck will replace terminal equipment rented or purchased from TeleCheck; provided, however that a swap fee of \$129.00 shall be charged per POS terminal replaced. Subscriber bears the entire risk of loss, theft or damage of or to equipment, whether or not owned by Subscriber. If TeleCheck provides replacement equipment to Subscriber via mail or other delivery service, Subscriber must return replaced equipment to TeleCheck within thirty (30) business days or Subscriber will be deemed to have purchased the equipment and will be billed for it. Subscriber will not permit anyone other than authorized representatives of TeleCheck to adjust, maintain, program or repair equipment. A reprogramming fee of \$25.00 rate will be charged for each occasion that a piece of equipment is reprogrammed for additional features or different information. Subscriber will install all product updates to the equipment, its software or firmware, within thirty (30) days of receiving the updates from TeleCheck. There is a 30-day manufacturer's warranty on purchased equipment. A fee for the shipping and handling of equipment and parts will be charged to the Subscriber.

**2.13.2. Equipment Software, Firmware License.** TeleCheck grants to Subscriber, and Subscriber accepts, a nonexclusive, non-assignable and nontransferable limited license to use the software and firmware provided with the equipment; provided, Subscriber will not: (i) export the equipment, software or firmware outside the US; (ii) copy or use the software, firmware or documentation provided by TeleCheck with the equipment; (iii) sublicense or otherwise transfer any portion of such software, firmware, documentation or the equipment; (iv) alter, change, reverse engineer, decompile, disassemble, modify or otherwise create derivative works of such software, firmware, documentation or the equipment; or (v) remove or alter any intellectual property or proprietary notices, markings, legends, symbols, or labels appearing on, in or displayed by such software, firmware, documentation or the equipment.

**2.14. Limitation of Liability.** In no event shall either TeleCheck or Subscriber be liable to the other party, or to any other person or entity, under this Agreement, or otherwise, for any punitive, exemplary, special, incidental, indirect or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill, regardless of whether such damages were foreseeable or whether such party has been advised of the possibility of such damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL

TELECHECK'S LIABILITY UNDER THIS AGREEMENT FOR ALL CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT EXCEED, IN THE AGGREGATE

INCLUSIVE OF ANY AND ALL CLAIMS MADE BY SUBSCRIBER AGAINST TELECHECK, WHETHER RELATED OR UNRELATED), THE LESSER OF: (A) THE TOTAL AMOUNT OF FEES PAID TO TELECHECK BY SUBSCRIBER PURSUANT TO THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE EVENT GIVING RISE TO SUCH CLAIMS OCCURRED; OR (B) \$75,000.00.

**2.15. Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, TELECHECK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS AGREEMENT OR FROM PERFORMANCE BY TELECHECK, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY WAIVED BY SUBSCRIBER. All decisions to reject any Item, driver's license or other form of identification or payment for Subscriber's products or services are solely Subscriber's responsibility.

**2.16. Changes in Law or NACHA Rules.** Notwithstanding anything to the contrary in this Agreement, if the continued performance of all or any portion of the obligations of TeleCheck becomes impossible or illegal due to changes in applicable federal, state or local laws or regulations, or by NACHA Rules, as determined by TeleCheck in its reasonable discretion, TeleCheck may, upon 30 days written notice to Subscriber, modify or discontinue TeleCheck's performance of its obligations to the extent necessary to avoid a violation of law or NACHA Rules or, if TeleCheck chooses in its sole discretion to incur additional expenses to comply, increase its fees to cover the additional cost of compliance. Additionally, if any fees or charges to TeleCheck increase for processing transactions through the ACH Network, TeleCheck may increase its fees by providing Subscriber 30 days written notice. Any notice under this section to increase fees or modify obligations will be effective 30 days from the date notice is mailed to Subscriber, and in such event Subscriber may terminate this Agreement upon written notice received by TeleCheck within such 30 day period.

**2.17. Data Security.** Subscriber shall implement commercially reasonable and prudent policies and procedures, including administrative, physical and technical safeguards which



are designed to meet the requirements of the confidentiality of Customer Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of such Customer Information, and (c) protect against unauthorized access to or use of Customer Information that could result in substantial harm or inconvenience to Subscriber's customer. "Customer Information" means all Subscriber customer information received by Subscriber in connection with any transaction contemplated by this Agreement. Subscriber agrees to comply with all provisions of applicable federal and state laws and regulations and NACHA Rules, as amended from time to time, related to the protection of Customer Information.

**2.18. Updating Information.** With regard to any Return Items submitted to TeleCheck, Subscriber shall promptly notify TeleCheck if: (a) a Consumer makes any payment to Subscriber; (b) there is a return of goods or services, in whole or in part; or (c) there is a dispute of any amount, notice of bankruptcy or any other matter.

**2.19. Confidentiality.** Subscriber shall maintain the confidentiality of this Agreement and any information provided to Subscriber by either TeleCheck, including, without limitation, TeleCheck Operational Procedures, pricing or other proprietary business information, whether or not such information is marked confidential. Such information shall not be used except as required in connection with the performance of this Agreement or disclosed to third parties.

**2.20. No Resale, Assignment of Agreement.** This Agreement is solely between TeleCheck and Subscriber. Subscriber shall not provide or resell directly or indirectly, the services provided by TeleCheck to any other third party. This Agreement may be assigned by Subscriber only with the prior written consent of TeleCheck. TeleCheck may freely assign this Agreement, its rights, benefits or duties hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of TeleCheck and Subscriber's heirs, executors, administrators, successors and assigns.

**2.21. Indemnification.** In the event Subscriber (a) fails to strictly comply, in whole or in part, with any: (i) terms and conditions of this Agreement and any addenda hereto or TeleCheck Operational Procedures; or (ii) applicable law, rules, regulations and NACHA Rules, or (b) makes any false or inaccurate representation, Subscriber shall indemnify, defend and hold harmless the TeleCheck Parties from and against any and all Claims arising therefrom, including payment of all costs and reasonable attorneys' fees for actions taken by TeleCheck, whether by suit or otherwise, to defend the TeleCheck Parties from any Claim related thereto or to preserve or enforce TeleCheck's rights under this Agreement. In the event of any legal action with third parties or regulatory agencies concerning any transaction or event arising under this Agreement, Subscriber shall: (a) promptly notify TeleCheck of the Claims or legal action; (b) reasonably cooperate with TeleCheck in the making of any Claims or defenses; and (c) provide information, assist in the resolution of the Claims and make available at least one employee or agent who can testify regarding such Claims or defenses. Upon written notice from TeleCheck to Subscriber, Subscriber shall immediately undertake the defense of such Claim by representatives of its own choosing, subject to TeleCheck's reasonable approval; provided, however, that TeleCheck shall have the right to control and undertake such defense by representatives of its own choosing, but at Subscriber's cost and expense, if the Claim arises out of patent, trademark, or other intellectual property rights or laws.

**2.22. Notices.** Any notice or other communication required or permitted to be given hereunder shall be delivered in writing, if, to Subscriber, at Subscriber's address provided on the Merchant Processing Application or by electronic means including, not limited to the email address appearing on the Merchant Processing Application or, if to TeleCheck, at TeleCheck Merchant Services, Mail Stop A-12, 7301 Pacific Street, Omaha, NE 68114, with a copy to General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065, and shall be deemed to have been properly given (a) upon request if by facsimile transmission, as evidenced by the date of transmission indicated on the transmitted material, (b) upon receipt if deposited on a prepaid basis with a nationally recognized overnight courier for next business day delivery or (c) on the date of delivery indicated on the return receipt, if mailed by certified or registered mail. Notices sent to Subscriber's last known address (including email address) as indicated in our records, shall constitute effective notice to the Subscriber under this Agreement. TeleCheck shall also be permitted to provide notice by regular mail and such notice shall be deemed effective 10 days after mailing, unless otherwise provided in this Agreement. The parties' addresses may be changed by written notice to the other party as provided herein.

**2.23. Force Majeure.** TeleCheck shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, failure, delay or error by any third party or any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, act of God or other causes reasonably beyond the control of TeleCheck.

**2.24. Compliance with Laws, Governing Law, Integration and Waiver of Jury Trial.** The parties agree to comply with all federal and state laws, regulations and rules, including NACHA Rules, each as amended, relating to the services provided hereunder. Subscriber Further acknowledges and agrees that it will not use Subscriber's Account and/or TeleCheck Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time. Subscriber certifies that it has not been suspended by NACHA or any credit card association, or cancelled by an ODFI or Third Party Sender (as defined in the NACHA Rules). This Agreement, plus any addenda attached hereto, constitutes the entire Agreement

between the parties, including so far as it may supersede all prior and contemporaneous understandings, representations and agreements in relation to its subject matter. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

**2.25. Severability and Interpretation, Third Party Beneficiaries.** If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Neither this Agreement, nor any addenda or TeleCheck Operational Procedures, shall be interpreted in favor or against any party because such party or its counsel drafted such document. No course of dealing, usage, custom of trade or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement. This Agreement is solely for the benefit of TeleCheck (and its affiliates) and Subscriber and no other person or entity shall have any right, interest or claim under this Agreement.

**2.26. Amendment and Waiver.** No modification, amendment or waiver of any of the terms and conditions of this Agreement shall be binding upon TeleCheck unless made in writing and approved and signed by TeleCheck. No waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party. No waiver by any party of a breach or any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. The parties agree that no failure or delay in exercising any right hereunder shall operate as a waiver of any such right. All of TeleCheck's rights are cumulative, and no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

**2.27. Damages.** Upon Subscriber's breach of this Agreement, including any unauthorized termination, TeleCheck shall be entitled to recover from Subscriber liquidated damages in an amount equal to ninety percent (90%) of the aggregate Monthly Minimum Fees and Monthly Statement/Processing Fees payable for the unexpired portion of the then current term of this Agreement. TeleCheck and Subscriber hereby acknowledge and agree that, after giving due consideration to the costs TeleCheck may incur by reason of Subscriber's breach of this Agreement, to the possibility that TeleCheck will not be able to mitigate its damages, and to the expense savings that TeleCheck may obtain by not having to provide services or maintenance, the liquidated damages specified herein constitute a realistic pre-estimate of the loss to TeleCheck in the event of such breach.

#### **2.28. Financial and Other Information**

**2.28.1.** Upon request, Subscriber will provide us and our affiliates, quarterly financial statements within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. Subscriber will also provide such other financial statements and other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request. Subscriber authorizes TeleCheck and its affiliates to obtain from third parties financial and credit information relating to Subscriber in connection with our determination whether to accept this Agreement and TeleCheck's continuing evaluation of Subscriber's financial and credit status. Upon request, Subscriber shall provide, and/or cause to be provided, to us and TeleCheck's affiliates, or TeleCheck's representatives or regulators reasonable access to Subscriber or Subscriber's service provider's facilities and records for the purpose of performing any inspection and/or copying of books and/or records deemed appropriate. In such event, Subscriber shall pay the costs incurred by TeleCheck or its affiliates for such inspection, including, but not limited to, costs incurred or airfare and hotel accommodations.

**2.28.2.** Subscriber will provide TeleCheck with written notice of any judgment, writ, warrant, or attachment, execution or levy against any substantial part (25% or more in value) of Subscriber's total assets not later than three (3) days after Subscriber becomes aware of the same.

**2.29. Survivability.** All representations, warranties, indemnities, limitations of liability and covenants made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

**2.30. IRS Reporting.** 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 beginning January 1, 2011 reporting all payment card transactions and third party network transactions with payees occurring in that calendar year. Accordingly, for applicable transactions, you will receive a Form 1099 reporting your gross transaction amounts for each calendar year beginning with transactions processed in calendar year 2011. In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. Payors are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

### 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.

Client 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 and **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, and all subsequent funding may be suspended until Client either (i) notifies PNC Merchant Services Company that ACH's can 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 Full Service and American Express OnePoint 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 Full Service and American Express OnePoint 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. Additional Fees and Early Termination

The Discount Rates for MasterCard, Visa and Discover as shown on your fee schedule 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 fixed 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 monthly equipment rental fee will be charged each month for each piece of equipment rented, plus tax as applicable. Client will be charged for cost of supplies and actual shipping fees for equipment and supplies.

The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under applicable law and, if (a) Client breaches this Agreement by improperly terminating it prior to the expiration of the initial term of the Agreement, or (b) this Agreement is terminated prior to the expiration of the initial term of the Agreement due to an Event of Default, then Servicer will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, in an effort to liquidate in advance the sum that should represent such damages, the parties have agreed that the amount calculated in the manner specified below is a reasonable pre-estimate of Servicer's probable loss. Such amount shall be paid to Servicer within 15 days after Client's receipt of Servicer's calculation of the amount due.

In the event that Client terminates this Agreement at any time prior to the end of the three (3) year term of this Agreement, Client will be charged twenty-five dollars (\$25.00) per month multiplied by the remaining months left in the term of the Agreement. The fees stated above shall not apply to a termination of solely a Third Party Agreement included herein.

### 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.

In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. Payors will be required to perform backup with holding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

### A.5. Addresses For Notices

#### **PNC Merchant Services Company**

1307 Walt Whitman Road  
Melville, NY 11747  
Attn: Controller

#### **PNC Bank, N.A.**

Merchant Services  
Two PNC Plaza  
620 Liberty Avenue  
Pittsburgh, PA 15222  
Attn: General Manager

#### **Important Phone Numbers:**

(see also Sections 3.3 and 5.4 of the Operating Procedures Guide)

#### **Customer Service**

1-800-742-5030

#### **Authorizations**

1-800-501-8749

#### **POS Help Desk**

1-800-501-8748

# **EXHIBIT**

**B**

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# **Interchange Qualification Matrix**

## **Includes:**

**Visa® and MasterCard®  
Interchange Programs**

**Discover® Network  
Interchange Programs**

**PIN Debit**

**Network Fee Billing Tables  
for Visa Transactions**

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## VISA AND MASTERCARD PREFACE

A significant amount of the fees that we charge to you for processing your Credit Card and Non-PIN Debit Card transaction: represents changes that we must pay to MasterCard and Visa (the "Card Organizations") pursuant to their rules. One of the components of MasterCard and Visa fees is called interchange and varies based on a number of factors – such as the type of card presented, specific information contained in the transaction, how and when the transaction is processed, your industry, and other factors. This document is part of the Application, as defined and further described in the Program Guide. Capitalized terms not defined in this document are defined in the Program Guide.

As a result, a portion of the rate that we charge you will depend on the type of transaction and the Interchange level at which the transaction is processed. In order to qualify for any specific Interchange level, you must satisfy certain qualification criteria established by the Card Organizations. This **Interchange Qualification Matrix** identifies the primary qualification criteria for the various Interchange levels. In reviewing the Interchange Qualification Matrix, please note the following:

- The Interchange Qualification Matrix is only a summary of the primary qualification criteria established by MasterCard and Visa for each Interchange level – it is not all inclusive. In the event of any ambiguity or conflict, the Interchange requirements established by the Card Organizations will determine the Interchange level at which your transactions qualify.
- Some Interchange levels require that you utilize certain additional services such as Address Verification. Some Interchange levels also require that you transmit detailed transaction data such as order numbers or hotel folio numbers. Other Interchange levels require that you transmit certain indicators reflecting the nature of your transactions (such as an "E-Commerce indicator" for internet transactions or a "QPS Indicator" for certain quick payment establishments).
- Interchange levels may also be restricted to merchants in certain Merchant Category Codes ("MCC"). If you wish to qualify for any such Interchange level, please call the Customer Service number listed on your monthly statement for more information about the particular MCC and the corresponding Interchange qualification criteria.
- In some cases, transactions may be processed at a more costly Interchange level solely as a result of the type of card that is presented. For example, commercial cards, among others, will generally downgrade from some Interchange levels.
- The information in the Interchange Qualification Matrix should not be used to develop software or other interfaces for transmitting transactions as technical aspects of these requirements may be much more detailed than the summary presented. If you utilize terminals, software, services or equipment provided or configured by any third party, be aware that failure by these systems to correctly and accurately transmit information in the required formats may result in your transactions not qualifying for the most favorable Interchange levels.

For more information on Visa's and MasterCard's interchange rates, please go to [www.visa.com](http://www.visa.com) and [www.mastercard.com](http://www.mastercard.com).

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Retail</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• Authorization and Settlement amounts must match for debit cards (beauty salons, barber shops, spas, bars and taxis/limos excluded)</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Excludes: Restaurants, Fast Food, Supermarkets, Automated Fuel Dispensers and Retail Service Stations Excludes: Travel Services for Debit/Prepaid card types
<b>CPS/Retail Key Entry</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Key Entered transaction, card present</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• AVS response with Full Zip Match (Y,X,Z,W), Retry response (R), Unavailable (U,S) or International AVS responses (B,C,D,G,I,M,P)</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Excludes: Automated Fuel Dispensers, E-commerce, and Direct Marketing
<b>CPS/Small Ticket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• Transaction amount less than or equal to \$15.00</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Regulated Debit, Prepaid, High Net Worth, Rewards, and Signature Excludes: Wire Transfers Money Orders, Automated Fuel Dispensers, Volume Tier Participants, Direct Marketing, Financial Institutions-Merchandise and Services and Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting Tracks
<b>CPS/Retail 2</b> <small>cont. next page</small>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> </ul>	Limited to debit cards only: Telecommunication Services, Charitable Organizations and Real Estate Agents/Rentals. Excludes: Card Present identified sales meeting CPS/Retail and CPS/Retail Key Entry program qualification for Debit/Prepaid card types

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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Retail 2</b>	<ul style="list-style-type: none"> <li>• Must qualify for one of the below Interchange Programs:</li> <li>• Must qualify for one of the following Interchange Programs:                             <ul style="list-style-type: none"> <li>- CPS/Card Not Present - CPS/Ecommerce Preferred</li> <li>- CPS/Ecommerce Basic - CPS/Retail Key-Entry</li> </ul> </li> <li>• Direct Marketing Insurance and Subscription merchant must meet criteria for CPS/Card Not Present or CPS/E-Commerce programs</li> </ul>	Limited to debit cards only: Telecommunication Services, Charitable Organizations and Real Estate Agents/Rentals. Excludes: Card Present identified sales meeting CPS/Retail and CPS/Retail Key Entry program qualification for Debit/Prepaid card types
<b>CPS/Charity Credit</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• Must qualify for one of the following Interchange Programs:                             <ul style="list-style-type: none"> <li>- CPS/Card Not Present - CPS/Ecommerce Preferred</li> <li>- CPS/Ecommerce Basic - CPS/Retail Key-Entry</li> </ul> </li> </ul>	Card Types: U.S. Issued Consumer Credit, High Net Worth, Rewards, Signature, and Signature Preferred Limited to: Charitable Organizations
<b>CPS/Hotel and Car Rental Card Not Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of check-out/return date</li> <li>• 15% Authorization to transaction amount tolerance</li> <li>• Preferred Customer Indicator in Authorization and Settlement</li> <li>• Hotel/Car Rental Indicator in Authorization and Settlement</li> <li>• Folio # /Agreement # &amp; Check-in/pick-up date</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Lodging, Cruise Lines and Car Rental merchants

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Hotel and Car Rental Card Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of check-out/return date</li> <li>• 15% Authorization to transaction amount tolerance</li> <li>• Hotel/Car Rental Indicator in Authorization and Settlement</li> <li>• Folio # /Agreement # &amp; Check-in/pick-up date</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Lodging, Cruise Lines and Car Rental merchants
<b>Utility</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be registered with Visa and have a valid MVV</li> <li>• Must qualify for one of the below Interchange Programs:                             <ul style="list-style-type: none"> <li>– CPS/Card Not Present</li> <li>– CPS/Electronic Commerce Basic</li> <li>– CPS/Electronic Commerce Preferred Retail</li> <li>– CPS/Retail Key Entry</li> <li>– CPS/Retail</li> </ul> </li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Prepaid, High Net Worth, Rewards and Signature Cards and U.S. Issued Commercial Business including Debit and Prepaid Commercial Business Cards Limited to Utility merchants Excludes: Card Present identified sales meeting CPS/Retail and CPS/Retail Key Entry program qualification for Debit/Prepaid card types
<b>CPS/Electronic Commerce Preferred – Hotel and Car Rental</b> <small>cont. next page</small>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of check-out/return date</li> <li>• 15% Authorization to transaction amount tolerance</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Lodging, Cruise Lines and Car Rental merchants



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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Electronic Commerce Preferred – Hotel and Car Rental</b>	<ul style="list-style-type: none"> <li>• Preferred Customer Indicator</li> <li>• Hotel/Car Rental Indicator in Authorization and Settlement</li> <li>• Folio # /Agreement # &amp; Check-in/pick-up date</li> <li>• Valid E-Commerce Indicator</li> <li>• CAVV (Cardholder Authentication Verification Value)</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Lodging, Cruise Lines and Car Rental merchants
<b>CPS/Card Not Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• Transaction date must be within 7 days of the Authorization date</li> <li>• Authorization &amp; Settlement amounts must match (1 authorization reversal permitted)</li> <li>• AVS request in authorization (healthcare, select developing market and utility excluded when the ACI = R)</li> <li>• Merchant Order # in Settlement</li> <li>• Card Not Present Indicator</li> <li>• Customer Service Phone # in Settlement</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid
<b>CPS/Restaurant</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Restaurants and Fast Food

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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Retail Service Station</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> </ul>	Card Type: U.S. Issued Consumer Credit, Debit, Prepaid, High Net Worth, Rewards and Signature Limited to Service Station merchants
<b>CPS/E-Commerce Basic</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• Transaction date must be within 7 days of the Authorization date</li> <li>• AVS request in authorization (healthcare, select developing markets, and utility excluded)</li> <li>• Authorization &amp; Settlement amount must match (1 authorization reversal permitted)</li> <li>• Valid E-Commerce Indicator</li> <li>• Merchant Order # in Settlement</li> <li>• Customer Service Phone #, URL or Email Address in Settlement</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to Internet merchants
<b>CPS/E-Commerce Preferred</b>  <small>cont. next page</small>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• Transaction date must be within 7 days of the Authorization date</li> <li>• AVS request in authorization (healthcare, select developing markets, and utility excluded)</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Prepaid, High Net Worth, Rewards and Signature Limited to Verified by Visa (VbV) Enabled Internet merchants

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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/E-Commerce Preferred</b>	<ul style="list-style-type: none"> <li>• Authorization &amp; Settlement amount must match (1 authorization reversal permitted)</li> <li>• Valid E-Commerce Indicator</li> <li>• Merchant Order # in Settlement</li> <li>• CAVV (C/H Authentication Verification Value)</li> <li>• Customer Service Phone #, URL or Email Address in Settlement</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Prepaid, High Net Worth, Rewards and Signature Limited to Verified by Visa (VbV) Enabled Internet merchants
<b>CPS/Account Funding</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• AVS response (Zip and Full Address match required)</li> <li>• Authorization &amp; Settlement amounts must match</li> <li>• Valid E-Commerce Indicator</li> <li>• Customer Service Phone #, URL or Email Address in Settlement</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Prepaid, High Net Worth, Rewards and Signature
<b>CPS/Automated Fuel Dispenser</b>  cont. next page	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Authorization must be \$1</li> <li>• CAT Indicator</li> <li>• Settlement within 1 day of transaction</li> <li>• Transaction date must be within 1 day of the Authorization date</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Prepaid, High Net Worth, Rewards and Signature Limited to Automated Fuel Dispensers

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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Automated Fuel Dispenser</b>	<ul style="list-style-type: none"> <li>• \$75.00 Transaction Maximum</li> <li>• Must contain CAT level indicator of a “3” for Fuel Dispenser</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Prepaid, High Net Worth, Rewards and Signature Limited to Automated Fuel Dispensers
<b>CPS/Supermarket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of transaction</li> <li>• Authorization &amp; Settlement amounts must match for Visa Debit Cards</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to Supermarkets that meet eligibility requirements
<b>CPS/Passenger Transport – Card Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Card Present Characteristics Transaction Identifiers</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 7 days of transaction</li> <li>• Transaction date must be within 1 day of the Authorization date</li> <li>• Ticket #, Sequence # and Count</li> <li>• Itinerary Information</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Airlines and Railways
<b>CPS/Passenger Transport – Card Not Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Card Not Present Transaction Identifiers</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 7 days of transaction</li> <li>• Transaction date must be within 1 day of the Authorization date</li> <li>• Ticket #, Sequence # and Count</li> <li>• Itinerary Information</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Airlines and Railways

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<p><b>CPS/Electronic Commerce Preferred – Passenger Transport</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 7 days of transaction</li> <li>• Transaction date can only be 1 day from the Authorization date</li> <li>• Ticket #, Sequence # and Count</li> <li>• Itinerary Information</li> <li>• Valid E-Commerce Indicator</li> <li>• CAVV (Cardholder Authentication Verification Value)</li> </ul>	<p>Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Limited to: Airlines and Railways</p>
<p><b>CPS/Rewards 1</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction must qualify for one of the below Interchange Programs</li> <li>• CPS/Retail (Rewards and Signature)</li> <li>• CPS/Supermarket (Rewards and Signature)</li> <li>• CPS/Retail Credit Thresholds 1–3 (Signature only)</li> <li>• CPS/Supermarket Credit Thresholds 1–3 (Signature only)</li> </ul>	<p>Card Types: U.S. Issued Consumer Credit Rewards, High Net Worth and Signature Cards included Excluded: Signature cards at Travel and Entertainment merchants</p>
<p><b>CPS/Rewards 2</b>  cont. next page</p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction must qualify for one of the below Interchange Programs :                             <ul style="list-style-type: none"> <li>– CPS/Card Not Present Credit (Rewards and Signature)</li> <li>– CPS/Retail Key Entry (Rewards and Signature)</li> <li>– CPS/Electronic Commerce-Basic Credit (Rewards and Signature)</li> <li>– CPS/Electronic Commerce Preferred Hotel and Car Rental Credit (Rewards only)</li> <li>– CPS/Electronic Commerce Preferred Passenger Transport Credit (Rewards only)</li> </ul> </li> </ul>	<p>Card Types: U.S. Issued Consumer Credit, Rewards, High Net Worth and Signature Cards included Excluded: Signature cards at Travel and Entertainment merchants</p>

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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Rewards 2</b>	<ul style="list-style-type: none"> <li>- CPS/Hotel and Car Rental Card Present (Rewards only)</li> <li>- CPS/Hotel and Car Rental Card Not Present (Rewards only)</li> <li>- CPS/Passenger Transport Card Present (Rewards only)</li> <li>- CPS/Passenger Transport Card Not Present (Rewards only)</li> <li>- CPS Restaurant (Rewards only)</li> </ul>	Card Types: U.S. Issued Consumer Credit, Rewards, High Net Worth and Signature Cards included Excluded: Signature cards at Travel and Entertainment merchants
<b>Regulated Debit</b>	<ul style="list-style-type: none"> <li>• Regulated U.S. Card Issuer</li> <li>• U.S. Merchant</li> </ul>	Card Types: Regulated U.S. Issued Debit, Prepaid, Small Business Debit and Commercial Debit/Prepaid
<b>EIRF</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Does not meet CPS Qualifications</li> <li>• Settlement within 2 days of transaction</li> <li>• Authorization Response Code</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Only level available for quasi cash transactions, excluding exempt debit/prepaid card products.
<b>Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Does not meet CPS Qualifications</li> <li>• Settlement after 2 days of the transaction</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Prepaid Only level available for high-risk merchants and non-secure E-Commerce transactions
<b>CPS/Debt Repayment Fee Program</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be registered with Visa and have a valid MVV</li> <li>• Must qualify for one of the following Interchange Programs:                             <ul style="list-style-type: none"> <li>- CPS/Card Not Present</li> <li>- CPS/Ecommerce Basic</li> <li>- CPS/Ecommerce Preferred</li> </ul> </li> </ul>	Card Types: U.S. Issued Consumer Debit and Prepaid Limited to: Card Not Present Financial and Non-financial Institutions (merchants selling negotiable instruments and accepting loan payments)

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>CPS/Tax Payment Fee 1 &amp; 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be registered with Visa and have a valid MVV</li> <li>• Must qualify for one of the following Interchange Programs:                             <ul style="list-style-type: none"> <li>– CPS/Card Not Present</li> <li>– CPS/Ecommerce Basic</li> <li>– CPS/Ecommerce Preferred</li> </ul> </li> </ul>	Card Types: U.S. Issued Consumer Debit and Prepaid Limited to: Card Not Present Tax Payments
<b>Signature Electronic</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• T&amp;E Merchant</li> </ul>	Card Type: U.S. Issued Signature Card Limited to: T&E Merchants
<b>Signature Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• T&amp;E Merchant</li> <li>• Does not meet CPS Qualifications</li> </ul>	Card Type: U.S. Issued Signature Card Limited to: T&E Merchants
<b>Signature Preferred Electronic</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• T&amp;E Merchant</li> </ul>	Card Type: U.S. Issued Signature Preferred Card Limited to: T&E Merchants
<b>Signature Preferred Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Does not meet CPS Qualifications</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: U.S. Issued Signature Preferred Card
<b>Commercial Card Electronic Non T&amp;E</b>	<ul style="list-style-type: none"> <li>• U.S. Merchants</li> <li>• Level II data: Non fuel transactions only require sales tax<sup>1</sup></li> <li>• Does not meet CPS Qualifications</li> <li>• Non-T&amp;E Merchant</li> </ul>	Card Type: U.S. Issued Corporate and Purchasing Cards

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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Commercial Card Electronic T&amp;E</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• T&amp;E Merchant</li> </ul>	Card Type: U.S. Issued Business, Business Enhanced, Signature Business, Corporate and Purchasing Cards
<b>Commercial Card Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Does not meet CPS Qualifications</li> <li>• Does not meet Level II data Requirements</li> </ul>	Card Type: U.S. Issued Business, Business Enhanced, Signature Business, exempt Business Debit, Corporate, and Purchasing Cards
<b>GSA G2G (Government 2 Government)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be registered with Visa and have a valid MVV</li> <li>• CPS qualification</li> </ul>	Card Types: US. Issued GSA Purchasing Card Limited to: Federal Government Services and U.S. Postal Service
<b>GSA Purchasing Card Large Ticket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• Non-T&amp;E Merchant</li> <li>• Purchasing Card Level II: sales tax<sup>1</sup> and customer code</li> <li>• Purchasing Card Level III: Level III<sup>2</sup> data includes Level II data and line item detail</li> </ul>	Card Type: US. Issued GSA Purchasing Card
<b>Purchasing Card Large Ticket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• Non-T&amp;E Merchant</li> <li>• Settlement within 7 days of transaction</li> <li>• Purchasing Card Level II: sales tax<sup>1</sup> and customer code</li> <li>• Purchasing Card Level III: Level III<sup>2</sup> data includes Level II data and line item detail</li> </ul>	Card Type: U.S. Issued Non-GSA Purchasing Card including Prepaid Cards



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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Purchasing Large Purchase Advantage Ticket 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant (Non T&amp;E)</li> <li>• Must be card not present</li> <li>• Transaction amount between \$10,000.01 and \$25,000.00</li> <li>• CPS Qualified with card not present transaction characteristics</li> <li>• Meets 8 day clearing timeliness</li> </ul>	Card Type: U.S. Issued Large Purchasing Advantage (VLPA) and General Services Administration (GSA) Card
<b>Purchasing Large Purchase Advantage Ticket 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant (Non T&amp;E)</li> <li>• Must be card not present</li> <li>• Transaction amount between \$25,000.01 and \$100,000.00</li> <li>• CPS Qualified with card not present transaction characteristics</li> <li>• Meets 8 day clearing timeliness</li> </ul>	Card Type: U.S. Issued Large Purchasing Advantage (VLPA) and General Services Administration (GSA) Card
<b>Purchasing Large Purchase Advantage Ticket 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant (Non T&amp;E)</li> <li>• Must be card not present</li> <li>• Transaction amount between \$100,000.01 and \$500,000.00</li> <li>• CPS Qualified with card not present transaction characteristics</li> <li>• Meets 8 day clearing timeliness</li> </ul>	Card Type: U.S. Issued Large Purchasing Advantage (VLPA) and General Services Administration (GSA) Card
<b>Purchasing Large Purchase Advantage Ticket 4</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant (Non T&amp;E)</li> <li>• Must be card not present</li> <li>• Transaction amount \$500,000.01 and greater</li> <li>• CPS Qualified with card not present transaction characteristics</li> <li>• Meets 8 day clearing timeliness</li> </ul>	Card Type: U.S. Issued Large Purchasing Advantage (VLPA) and General Services Administration (GSA) Card

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Electronic with Data</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Non-T&amp;E Merchant</li> <li>• Level III<sup>2</sup> data requirements are met</li> <li>• Does not meet requirements for any CPS program</li> </ul>	Card Type: U.S. Issued Corporate and Purchasing Card
<b>Corporate Card Level III</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• Non-T&amp;E Merchant</li> <li>• Level III<sup>2</sup> data required</li> </ul>	Card Type: U.S. Issued Corporate Card
<b>Purchasing Card Level III</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• Non-T&amp;E Merchant</li> <li>• Level III<sup>2</sup> data required</li> </ul>	Card Type: U.S. Issued Purchasing, including GSA Purchasing Level 3 fuel data required for Fleet fuel transactions
<b>Commercial Card Level II</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• CPS Qualification</li> <li>• Non-T&amp;E Merchant</li> <li>• Level II data: Non fuel transactions only require sales tax<sup>1</sup></li> <li>• Level II data: Purchasing Card fuel transactions require customer code</li> </ul>	Card Type: U.S. Issued Business, Business Enhanced, Signature Business, Corporate, and Purchasing Cards
<b>Commercial – CNP</b> <small>cont. next page</small>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Non-T&amp;E Merchant</li> <li>• Level II data requirements not met</li> </ul>	Card Type: U.S. Issued Business, Business Enhanced, Signature Business, Corporate, and Purchasing Cards

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Commercial – CNP</b>	<ul style="list-style-type: none"> <li>• Transaction must qualify for one of the below Interchange programs:                             <ul style="list-style-type: none"> <li>– CPS/Card Not Present</li> <li>– CPS/Electronic Commerce Preferred</li> <li>– CPS/Electronic Commerce Basic</li> </ul> </li> <li>– CPS/Retail 2</li> <li>– CPS/Account Funding</li> </ul>	Card Type: U.S. Issued Business, Business Enhanced, Signature Business, Corporate, and Purchasing Cards
<b>Commercial Retail</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Non-T&amp;E Merchant</li> <li>• Level II data requirements not met</li> <li>• Transaction must qualify for one of the below Interchange programs:                             <ul style="list-style-type: none"> <li>– CPS/Retail</li> <li>– CPS/Supermarket</li> <li>– CPS/Retail Key Entry</li> <li>– CPS/Small Ticket</li> <li>– CPS/Automated Fuel Dispenser</li> <li>– CPS/Retail Service Station</li> </ul> </li> </ul>	Card Type: U.S. Issued Business, Business Enhanced, Signature Business, Corporate, and Purchasing Cards
<b>Commercial – Business-to-Business</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Non-T&amp;E Merchant</li> <li>• Level II data requirements are not met</li> <li>• Qualified for any CPS program</li> </ul>	Card Type: U.S. Issued Business, Business Enhanced, Signature Business, Corporate, and Purchasing Cards Limited to specific business-to-business MCCs
<b>Purchasing Card – Retail Fleet</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Fuel transaction</li> <li>• Level II and fuel data requirements met, CPS qualifications not met</li> <li><i>or</i></li> <li>• Level II and/or fuel data requirements not met, CPS qualified</li> </ul>	Card Type: U.S. Issued Fleet Purchasing Card

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Business Debit – Card Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be card present</li> <li>• Must qualify for one of the below Interchange Programs:                             <ul style="list-style-type: none"> <li>– CPS/Retail</li> <li>– CPS/Retail Key Entry</li> <li>– CPS/Small Ticket</li> <li>– CPS/Supermarket</li> <li>– CPS/Restaurant</li> <li>– CPS/Retail Service Station</li> <li>– CPS/Automated Fuel Dispenser</li> <li>– CPS/Hotel and Car Rental Card Present</li> <li>– CPS/Passenger Transport Card Present</li> </ul> </li> </ul>	Card Type: U.S. Issued Business Debit Card
<b>Business Debit – Card Not Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be card not present</li> <li>• Must qualify for one of the below Interchange Programs:                             <ul style="list-style-type: none"> <li>– CPS/Card Not Present</li> <li>– CPS/Electronic Commerce – Basic</li> <li>– CPS/Electronic Commerce – Preferred Retail</li> <li>– CPS/Hotel and Car Rental Card Not Present</li> <li>– CPS/Passenger Transport Card Not Present</li> <li>– CPS/Electronic Commerce Preferred Hotel and Car Rental</li> <li>– CPS/Electronic Commerce Preferred Passenger Transport</li> <li>– CPS/Account Funding</li> </ul> </li> </ul>	Card Type: U.S. Issued Business Debit Card
<b>Commercial Retail – Prepaid</b> <small>cont. next page</small>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be card present</li> </ul>	Card Type: U.S. Issued Business, Purchasing, and Corporate Prepaid Card

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<p><b>Commercial Retail – Prepaid</b></p>	<ul style="list-style-type: none"> <li>• Must qualify for one of the below Interchange Programs:                             <ul style="list-style-type: none"> <li>– CPS/Retail</li> <li>– CPS/Retail Key Entry</li> <li>– CPS/Small Ticket</li> <li>– CPS/Supermarket</li> <li>– CPS/Restaurant</li> </ul> </li> <li>– CPS/Retail Service Station</li> <li>– CPS/Automated Fuel Dispenser</li> <li>– CPS/Hotel and Car Rental Card Present</li> <li>– CPS/Passenger Transport Card Present</li> <li>• Level 2 and 3 data is not required</li> </ul>	<p>Card Type: U.S. Issued Business, Purchasing, and Corporate Prepaid Card</p>
<p><b>Commercial Card Not Present – Prepaid</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be card not present</li> <li>• Must qualify for one of the below Interchange Programs:                             <ul style="list-style-type: none"> <li>– CPS/Card Not Present</li> <li>– CPS/Electronic Commerce – Basic</li> <li>– CPS/Electronic Commerce – Preferred Retail</li> <li>– CPS/Hotel and Car Rental Card Not Present</li> <li>– CPS/Passenger Transport Card Not Present</li> <li>– CPS/Electronic Commerce Preferred Hotel and Car Rental</li> <li>– CPS/Electronic Commerce Preferred Passenger Transport</li> <li>– CPS/Account Funding</li> </ul> </li> <li>• Level 2 and 3 data is not required</li> </ul>	<p>Card Type: U.S. Issued Business, Purchasing, and Corporate Prepaid Card</p>

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VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Commercial Standard – Prepaid</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction is not CPS qualified</li> <li>• Level 2 and 3 data is not required</li> </ul>	Card Type: U.S. Issued Business, Purchasing, and Corporate Prepaid Card
<b>T&amp;E Commercial Card</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be T&amp;E Merchant</li> <li>• Qualified at any CPS Program</li> </ul>	Card Type: U.S. Issued Corporate and Purchasing Card
<b>Consumer Credit - Retail</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Meets CPS Qualification Requirements for any of the following programs:                             <ul style="list-style-type: none"> <li>-CPS/Retail</li> <li>-CPS/Supermarket</li> <li>-CPS/Small Ticket</li> <li>-CPS/Retail Key Entry</li> </ul> </li> <li>• Spend Qualified Indicator = Q (cardholder spend requirements met)</li> </ul>	Card Type: U.S. Consumer High Net Worth Credit card Limited: Non T&E Merchant Category: Select developing market MCCs will be eligible if CPS/Retail or CPS/Retail Key Entry qualified.
<b>Consumer Credit - Card Not Present</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Meets CPS Qualification Requirements for any of the following programs:                             <ul style="list-style-type: none"> <li>-CPS/Card Not Present</li> <li>-CPS/Account Funding</li> <li>-CPS/Electronic Commerce - Basic</li> <li>-CPS/Electronic Commerce Preferred - Retail</li> </ul> </li> <li>• Spend Qualified Indicator = Q (cardholder spend requirements met)</li> </ul>	Card Type: U.S. Consumer High Net Worth Credit card Limited: Non T&E Merchant Category: Select developing market MCCs will be eligible if CPS/Card Not Present, CPS/Electronic Commerce - Basic, and CPS/Electronic Commerce Preferred - Retail qualified.

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Consumer Credit - B2B</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Meets CPS Qualification Requirements for any CPS rate program:</li> <li>• Spend Qualified Indicator = Q (cardholder spend requirements met)</li> </ul>	Card Type: U.S. Consumer High Net Worth Credit card Limited: Non Travel Service business to business (B2B) MCCs
<b>Consumer Credit - Fuel</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Meets CPS Qualification Requirements for any of the following programs:                             <ul style="list-style-type: none"> <li>-CPS/Automated Fuel Dispenser</li> <li>-CPS/Retail Service Station</li> </ul> </li> <li>• Spend Qualified Indicator = Q (cardholder spend requirements met)</li> </ul>	Card Type: U.S. Consumer High Net Worth Credit card Limited: Automated Fuel Dispenser and Service Stations
<b>Consumer Credit - Electronic</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• T&amp;E Merchant</li> <li>• CPS Qualification requirements met</li> <li>• Spend Qualified Indicator = Q (cardholder spend requirements met)</li> </ul>	Card Type: U.S. Consumer High Net Worth Credit card Limited to: Airline, Hotel, Lodging, Travel Agencies, Restaurant, and Fast Food
<b>Consumer Credit - Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Does not meet CPS Qualifications</li> <li>• Spend Qualified Indicator = Q (cardholder spend requirements met)</li> </ul>	Card Type: U.S. Consumer High Net Worth Credit card
<b>Private Label</b>	<ul style="list-style-type: none"> <li>• Private Label card program authorized and settled through the Visa Network</li> <li>• Jurisdiction: Domestic, Regional, and Interregional jurisdiction</li> <li>• Applies to sale and credit refund transactions</li> </ul>	Card Type: Private Label Basic, Enhanced, Standard, Specialized, and Premium Card Excludes: ReadyLink and Load Service Transactions.
<b>Interregional Commercial (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Non-U.S. issued Business, Signature Business, Platinum Business, Corporate, Purchasing, Transport/Cargo, Infinite Privilege Business and Distribution card

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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Interregional Sig./Infinite (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Non-U.S. Non-U.S. issued Signature and Infinite
<b>Interregional Electronic (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe or contactless information must be passed in the authorization request / valid approval code</li> <li>• Settlement within 2 days of transaction</li> </ul>	Card Type: Non-U.S. issued Consumer and Electron
<b>Interregional Issuer Chip (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe or contactless information must be passed in the authorization request / valid approval code</li> <li>• Settlement within 2 days of transaction</li> <li>• Issuer is chip-qualified</li> </ul>	Card Type: Non-U.S. issued Consumer and Electron
<b>Interregional Airline (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Ticket Number</li> <li>• Valid Approval Code</li> <li>• Settlement within 14 days of transaction</li> </ul>	Card Type: Non-U.S. issued Consumer and Electron Limited to: Airlines
<b>Interregional Secure Electronic Commerce (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Key Entered transaction</li> <li>• Valid Approval Code</li> <li>• Valid E-commerce Indicator (Authenticated)</li> <li>• Verified By Visa participation</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Non-U.S. issued Consumer and Electron



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**VISA TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Interregional Electronic Commerce Merchant (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Key Entered transaction</li> <li>• Valid Approval Code</li> <li>• Valid E-commerce Indicator (Authentication attempted)</li> <li>• Verified By Visa participation</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Non-U.S. issued Consumer and Electron
<b>Interregional Standard (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Non-U.S. issued Consumer and Electron
<b>Interregional Premium (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Non-U.S. issued Premium Card including the Select Card
<b>Interregional Super Premium (US)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Non-U.S. issued Super Premium Card including Infinite Privilege
<b>Interregional Regulated Debit</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Type: Regulated U.S. Territory Issued Debit, Prepaid, and Commercial Debit

<sup>1</sup> Sales tax amount must be greater than \$0.00, but no less than 0.1% and no greater than 22% of the transaction amount.

<sup>2</sup> Purchasing Card Level III minimum data requirements include: Summary Record – Discount Amount, Freight/Shipping Amount, Duty Amount and Account Number and Line Item Detail Record – Item Sequence Number, Item Commodity Code, Item Descriptor, Product Code, Quantity, Unit of Measure, Unit Cost, Discount per Line Item, Line Item Total, and Line Item Detail Indicator.

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Merit III</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• 10% Authorization transaction amount tolerance (25% Barbers/Beauty Salons)                             <ul style="list-style-type: none"> <li>– Restaurants/Bars, Fast Food, and Limousine/Taxicabs are exempt from the trans amount tolerance</li> </ul> </li> <li>• Airline and Railways require itinerary data in settlement</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value Excludes: Automated Fuel Dispensers, Direct Marketing merchants, Insurance (Debit cards only), Real Estate (Debit cards only) Service Stations, AFD, Utilities, Hotels, Car Rentals, and Cruise Lines World, World Elite and High Value Excludes: Restaurants, Travel Agents, MOTO and T&E merchants
<b>Merit I</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction, 8 days for Airlines</li> <li>• General ticket information required in settlement</li> <li>• 10% Authorization transaction amount tolerance (25% Barbers/Beauty Salons)</li> <li>• Mail Order/Telephone Order/ eCommerce transactions are exempt from the trans amount tolerance</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value Excludes: Utilities, Insurance and Real Estate World, World Elite and High Value Excludes: Restaurants, Travel Agent and T&E merchants
<b>Utilities</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• 10% Authorization transaction amount tolerance</li> <li>• Card Acceptor Type and Tax ID must be provided for Commercial cards</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value. Card Types: U.S. Issued Commercial Business (including Business Level 2, Level 3 & Level 4)
<b>Regulated POS Debit</b>	<ul style="list-style-type: none"> <li>• Regulated U.S. Card Issuer (including U.S. Territories)</li> <li>• U.S. Merchant or U.S. Territory</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Types: Regulated U.S. Issued Debit, Prepaid, and Commercial Debit

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Regulated POS Debit with Fraud Adjustment</b>	<ul style="list-style-type: none"> <li>Regulated U.S. Card Issuer (including U.S. Territories) – Certified Fraud Prevention Standards</li> <li>U.S. Merchant or U.S. Territory</li> <li>Settlement within 30 days of transaction</li> </ul>	Card Types: Regulated U.S. (including U.S. Territories) Issued Debit, Prepaid, and Commercial Debit
<b>Charity</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Charitable/Social Service Org. MCC 8398</li> <li>Settlement within 2 days</li> <li>Applicable Electronic Authorization Data must be included and match to Settlement Data</li> <li>Transaction may be keyed or swiped</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, and Commercial Card
<b>Key Entered</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>Card and cardholder must be present at time of authorization</li> <li>Settlement within 1 day of transaction</li> <li>10% Authorization transaction amount tolerance except restaurants, bars and fast food</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value Excludes: Direct Marketing, Tax Preparation, Quasi Cash, Automated Fuel Dispenser, Travel Agent, T&E and Service merchants World, World Elite and High Value Excludes: Restaurant
<b>Public Sector</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>Settlement within 2 days of transaction</li> <li>10% Authorization transaction amount tolerance</li> </ul>	Card Types: U.S. Issued Consumer Credit, Enhanced, World, World Elite, and High Value Limited to: Government Services, Passenger Railways, Transportation : Suburban and Local Commuter Passenger, including Ferries, Bridge and Road Fees, Tolls, and Postal Services : Government
<b>Petroleum</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Magnetic card swipe must be passed in the authorization request (not required for Transponder transactions)</li> <li>Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>Settlement within 1 day of transaction</li> </ul>	Card Types: U.S. Issued Consumer Credit, Enhanced, World, World Elite, and High Value Limited to: Service Stations and Automated Fuel Dispensers

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MASTERCARD TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Merit 1 Bill Payment</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction</li> <li>• Banknet data and date must be present</li> <li>• 10% Authorization transaction amount tolerance</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value Credit Limited to: Real Estate Agents and Managers-Rentals, Direct Marketing-Insurance Services, Insurance Sales, Underwriting and Premiums Debit Limited to: Real Estate Agents and Managers-Rentals
<b>U.S. Full UCAF</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• UCAF Status Indicator must = 2</li> <li>• Must have a valid Security level indicator/Security protocol and Cardholder Authentication in auth</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value Excludes: Insurance Debit, AFD, Hotels, Car Rentals, and Cruise Lines World, World Elite and High Value excludes: Restaurants, Utilities, Travel Agents and T&E merchants
<b>U.S. Merchant UCAF</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• UCAF Status Indicator must = 1</li> <li>• Must have a valid Security level indicator/Security protocol and Cardholder Authentication in auth</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value cards Excludes: AFD, Insurance Debit, Real Estate Debit, Hotels, Car Rentals, and Cruise Lines World, World Elite and High Value excludes: Restaurants, Utilities, Travel Agents, and T&E merchants
<b>Supermarket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• 10% Authorization transaction amount tolerance</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value cards Card Types: U.S. Issued Commercial Business (including Business Level 2, Level 3 & Level 4) Limited to: Supermarkets that meet eligibility requirements

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MAYSTERCARD TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Restaurant</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request except transponder transactions</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> </ul>	Card Types: U.S. Issued Consumer Debit, Prepaid, World, World Elite, and High Value Limited to: Restaurant and Fast Food
<b>Small Ticket Debit</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request except transponder transactions</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• 10% Authorization transaction amount tolerance</li> <li>• Transaction amount limit \$15.00</li> <li>• Restaurants/Fast food are exempt from the transaction amount tolerance</li> </ul>	Card Types: U.S. Issued Consumer Debit / Prepaid Limited to: Postal Services: Government only, Transportation, Convenience Stores, Restaurants/Fast Food, Parking Lots/Garages, Movie Theaters and Video Rental Stores
<b>Regulated POS Small Ticket Base</b>	<ul style="list-style-type: none"> <li>• Regulated U.S. Card Issuer (including U.S. Territories)</li> <li>• U.S. Merchant or U.S. Territory</li> <li>• Settlement within 30 days of transaction</li> <li>• Transaction amount limit \$10</li> </ul>	Card Types: U.S. Issued Regulated Consumer Debit / Prepaid Limited to: Fast Food and Video Rental Stores
<b>Regulated POS Small Ticket with Fraud Adjustment</b>	<ul style="list-style-type: none"> <li>• Regulated U.S. Card Issuer (including U.S. Territories) – Certified Fraud Prevention Standards</li> <li>• U.S. Merchant or U.S. Territory</li> <li>• Settlement within 30 days of transaction</li> <li>• Transaction amount limit \$10</li> </ul>	Card Types: U.S. Issued Regulated Consumer Debit / Prepaid Limited to: Fast Food and Video Rental Stores

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Emerging Market Debit</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction</li> <li>• 10% Authorization transaction amount tolerance</li> </ul>	Card Types: U.S. Issued Consumer Debit / Prepaid Limited to: Government Services, Schools, Colleges, Insurance Agencies, Cable, Passenger Railways, Transportation : Suburban and Local Commuter Passenger, including Ferries, Bridge and Road Fees, Tolls, and Postal Services : Government
<b>Petroleum - CAT/AFD Debit</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request except transponder transactions</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• CAT Level indicator of 1 or 2 must be present</li> </ul>	Card Types: Consumer Debit / Prepaid Limited to: Automated Fuel Dispensers
<b>Petroleum - Service Station Debit</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request except transponder transactions</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> </ul>	Card Types: U.S. Issued Consumer Debit / Prepaid Limited to: Service Stations
<b>Service Industries Incentive Program (SIIP)</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• 10% Authorization transaction amount tolerance</li> <li>• Recurring Payment indicator in Authorization and Settlement</li> </ul>	Card Types: U.S. Issued Consumer Credit and Debit including Prepaid, Enhanced, World, World Elite, and High Value cards Limited to: Cable and Telecommunication Services merchants
<b>Lodging /Auto Rental (Formerly TIPS )</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• Settlement Detail Addendum Data</li> </ul>	Card Types: U.S. Issued Consumer Credit, World, Enhanced, Prepaid, and Debit Limited to: Hotel, Car Rental and Cruise Line

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Passenger Transport</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 8 days of transaction</li> <li>• Passenger Name, Ticket Number, Issuing Carrier and Itinerary Data in Settlement</li> </ul>	Card Types: U.S. Issued Consumer Credit, Debit, Prepaid, and Enhanced cards Limited to: Airline and Passenger Railway merchants
<b>Convenience Purchase Base</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the auth request (not required for Transponder transactions)</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• Limousines/Taxicabs must be \$25.00 or less</li> <li>• 10% Authorization to transaction tolerance on Convenience Stores and Movie Theaters                             <ul style="list-style-type: none"> <li>– Convenience Stores and Movie Theaters are exempt from a transaction amount tolerance if transaction is less than or equal to \$10.00</li> </ul> </li> <li>• Limousines/Taxicabs and Fast Food are exempt from the transaction tolerance</li> </ul>	Card Types: U.S. Issued Consumer Credit including Enhanced, World, World Elite, and High Value cards Limited to: Variety Stores, Fast Food, Convenience Stores, Limousines/Taxicabs and Movie Theaters
<b>T&amp;E</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction</li> <li>• Must be T&amp;E MCC Code (excludes Airline MCCs for World Elite and High Value)</li> <li>• Level III* data is required</li> </ul>	Card Types: U.S. Issued World MasterCard, World Elite, and High Value
<b>T&amp;E Large Ticket</b> <small>cont. next page</small>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction</li> <li>• Must be T&amp;E MCC Code</li> </ul>	Card Types: U.S. Issued World Elite and World High Value

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MAYSTERCARD TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>T&amp;E Large Ticket</b>	<ul style="list-style-type: none"> <li>• Settlement within 2 days of transaction</li> <li>• Must be T&amp;E MCC Code</li> <li>• Transaction must be greater than \$2500.00</li> <li>• Level III<sup>1</sup> data is required</li> </ul>	Card Types: U.S. Issued World Elite and World High Value
<b>Airline</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction</li> <li>• MCC Code must be an Airline MCC: 3000-3299 and 4511</li> <li>• General ticket information and Itinerary Data in Settlement</li> </ul>	Card Types: World Elite and World High Value Limited to: Airlines
<b>Commercial Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing
<b>Commercial Data Rate I</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction</li> <li>• Fuel detail addendum data required for Fleet Cards at fuel locations</li> <li>• Level III<sup>1</sup> data is required for fleet, non-fuel purchases</li> <li>• Non T&amp;E MCC</li> <li>• Card Acceptor Type and Tax ID must be provided</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing
<b>Commercial Face-to-Face</b> <small>cont. next page</small>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing Excluded: Fleet Cards at fuel locations



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<b>MASTERCARD TRANSACTIONS</b>		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Commercial Face-to-Face</b>	<ul style="list-style-type: none"> <li>• Settlement within 1 day of transaction</li> <li>• 10% Authorization to transaction tolerance amount (25% Barbers/Beauty Salons)</li> <li>• Bars, Fast Food and Limos/taxis are exempt from the transaction amount tolerance</li> <li>• Non T&amp;E MCC</li> <li>• Level IP Commercial Card Data required</li> <li>• A valid tax amount is required, the amount must be greater than \$0.00, but no less than 0.1% - 30% of the transaction amount</li> </ul> <p>Note: Tax amount not required for: Transportation, Bus Lines, Courier Services, Bridge and Toll Fees, Schools and Universities, Charitable/Social Service Organizations, Religious Organizations, Court Costs, Fines, Tax Payments, Government Services and Government Postal Services</p>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p> <p>Excluded: Fleet Cards at fuel locations</p>
<b>Commercial Face-to-Face Petroleum</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 1 day of transaction</li> <li>• 10% Authorization to transaction tolerance amount</li> <li>• Level IP Commercial Card Data required</li> </ul>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p> <p>Excluded: Fleet Cards at fuel locations</p>
<b>Commercial Data Rate II</b> cont. next page	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Magnetic card swipe must be passed in the authorization request for fleet at fuel</li> <li>• Settlement within 2 days of transaction</li> <li>• Level IP Corporate Card data (All Commercial Cards except Fleet at fuel locations)</li> </ul>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p>

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<p><b>Commercial Data Rate II</b></p>	<ul style="list-style-type: none"> <li>• Fuel detail addendum data required for Fleet Cards at fuel locations</li> <li>• Level III* data is required for fleet, non-fuel purchases</li> <li>• Non T&amp;E MCC</li> <li>• Card Acceptor Type and Tax ID must be provided</li> <li>• A valid tax amount is required, the amount must be greater than \$0.00, but no less than 0.1% - 30% of the transaction amount</li> </ul> <p>Note: Tax amount not required for Transportation, Bus Lines, Courier Services, Bridge and Toll Fees, Schools and Universities, Charitable/Social Service Organizations, Religious Organizations, Court Costs, Fines, Tax Payments, Government Services and Government Postal Services, Fuel</p>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p>
<p><b>Commercial Data Rate II Petroleum</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Magnetic card swipe must be passed in the authorization request for fleet at fuel</li> <li>• Settlement within 2 days of transaction</li> <li>• Level IP Corporate Card data (All Commercial Cards except Fleet at fuel locations)</li> <li>• Fuel detail addendum data required for Fleet Cards at fuel locations</li> <li>• Level III* data is required for fleet, non-fuel purchases</li> <li>• Card Acceptor Type and Tax ID must be provided</li> </ul>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p> <p>Limited to: Marinas, Service Stations, Automated Fuel Dispensers, Fuel Dealers and Truck Stop transactions</p>
<p><b>Commercial Data Rate III</b> cont. next page</p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 2 days of transaction</li> <li>• Level IP &amp; Level III* Corporate Card data</li> </ul>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p> <p>Excluded: Fleet Cards at fuel locations</p>

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Commercial Data Rate III</b>	<ul style="list-style-type: none"> <li>• Non T&amp;E MCC</li> <li>• Card Acceptor Type and Tax ID must be provided</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing Excluded: Fleet Cards at fuel locations
<b>Commercial T&amp;E Rate I</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 8 days of transaction for Airlines; 2 Days for all other MCCs</li> <li>• T&amp;E Merchants</li> <li>• General ticket information required for airlines and passenger railways</li> <li>• Card Acceptor Type and Tax ID must be provided</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing
<b>Commercial T&amp;E Rate II</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement</li> <li>• Data Settlement within 8 days of transaction for Airlines; 2 Days for all other MCCs</li> <li>• T&amp;E Merchant (Restaurants not eligible)</li> <li>• Industry Specific T&amp;E II Addendum required</li> <li>• Card Acceptor Type and Tax ID must be provided</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing
<b>T&amp;E Rate III</b> cont. next page	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 8 days of transaction for Airlines; 2 Days for all other MCCs,</li> <li>• T&amp;E Merchant (Restaurants not eligible)</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing

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<b>MASTERCARD TRANSACTIONS</b>		
<b>Interchange Level</b>	<b>Requirements for Interchange Level</b>	<b>Limitations on Card Types and Industries</b>
<b>T&amp;E Rate III</b>	<ul style="list-style-type: none"> <li>• Industry Specific T&amp;E II and T&amp;E III Addendum required</li> <li>• Card Acceptor Type and Tax ID must be provided</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing
<b>Commercial Large Ticket I</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Magnetic card swipe must be passed in the authorization request for Fleet at fuel locations</li> <li>• Settlement within 1 day of transaction</li> <li>• 25% Authorization to transaction tolerance amount</li> <li>• Bars, Fast Food, eCommerce and Automated Fuel Dispensers are exempt from the transaction amount tolerance</li> <li>• Level IP Corporate Card Data (All Commercial Cards except, Fleet Cards at fuel locations)</li> <li>• Level III* Purchasing Card Data</li> <li>• Level III* data is required for fleet, non-fuel purchases</li> <li>• Fuel detail addendum data required for Fleet Cards at fuel locations</li> <li>• The transaction amount must be greater than \$3,000 - \$25,000</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing  Limited: Non-T&E MCC, excluding Lodging MCCs
<b>Commercial Large Ticket II</b>  cont. next page	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Magnetic card swipe must be passed in the authorization request for Fleet at fuel locations</li> <li>• Settlement within 1 day of transaction</li> <li>• 25% Authorization to transaction tolerance amount</li> <li>• Bars, Fast Food, eCommerce and Automated Fuel Dispensers are exempt from the transaction amount tolerance</li> </ul>	Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 & Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing  Limited: Non-T&E MCC, excluding Lodging MCCs

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<b>MASTERCARD TRANSACTIONS</b>		
<b>Interchange Level</b>	<b>Requirements for Interchange Level</b>	<b>Limitations on Card Types and Industries</b>
<b>Commercial Large Ticket II</b>	<ul style="list-style-type: none"> <li>Level IP Corporate Card Data (All Commercial Cards except, Fleet Cards at fuel locations) (Customer Code not required for Business or Corporate Cards)</li> <li>Level III* Purchasing Card Data</li> <li>Level III* data is required for fleet, non-fuel purchases</li> <li>The transaction amount must be greater than \$25,000 - \$100,000</li> </ul>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p> <p>Limited: Non-T&amp;E MCC, excluding Lodging MCCs</p>
<b>Commercial Large Ticket III</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>Magnetic card swipe must be passed in the authorization request for Fleet at fuel locations</li> <li>Settlement within 1 day of transaction</li> <li>25% Authorization to transaction tolerance amount</li> <li>Bars, Fast Food, eCommerce &amp; Automated Fuel Dispensers are exempt from the trans amt tolerance</li> <li>Level IP Corporate Card Data (All Commercial Cards except, Fleet Cards at fuel locations) (Customer Code not required for Business or Corporate Cards)</li> <li>Level III* Purchasing Card Data</li> <li>Level III* data is required for fleet, non-fuel purchases</li> <li>Card Acceptor Type and Tax ID required for Fleet Cards at fuel locations</li> <li>The transaction amount must be greater than \$100,000</li> </ul>	<p>Card Types: U.S. issued Commercial Business (including Business Level 2, Level 3 &amp; Level 4), Corporate including Corporate World and Corporate World Elite, and Purchasing</p> <p>Limited: Non-T&amp;E MCC, excluding Lodging MCCs</p>
<b>Commercial Payments Account Tier I</b> cont. next page	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Transaction amount: \$7,255.00 - \$25,000.00</li> <li>Transaction settled in 2 days</li> <li>Non-face-to-face (Mail Order or Ecommerce)</li> </ul>	<p>Card Types: U.S. issued Commercial Credit and Debit (non-regulated)</p> <p>Excluded: Airline (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Passenger Railway (4112), and Eating Places (5812)</p>

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<b>MASTERCARD TRANSACTIONS</b>		
<b>Interchange Level</b>	<b>Requirements for Interchange Level</b>	<b>Limitations on Card Types and Industries</b>
<b>Commercial Payments Account Tier 1</b>	<ul style="list-style-type: none"> <li>Valid electronic approval code</li> <li>Banknet reference number / Banknet Date</li> </ul>	Card Types: U.S. issued Commercial Credit and Debit (non-regulated) Excluded: Airline (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Passenger Railway (4112), and Eating Places (5812)
<b>Commercial Payments Account Tier 2</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Transaction amount: \$25,000.01 - \$100,000.00</li> <li>Transaction settled in 2 days</li> <li>Non-face-to-face (Mail Order or Ecommerce)</li> <li>Valid electronic approval code</li> <li>Banknet reference number / Banknet Date</li> </ul>	Card Types: U.S. issued Commercial Credit and Debit (non-regulated) Excluded: Airline (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Passenger Railway (4112), and Eating Places (5812)
<b>Commercial Payments Account Tier 3</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Transaction amount: \$100,000.01 - \$500,000.00</li> <li>Transaction settled in 2 days</li> <li>Non-face-to-face (Mail Order or Ecommerce)</li> <li>Valid electronic approval code</li> <li>Banknet reference number / Banknet Date</li> </ul>	Card Types: U.S. issued Commercial Credit and Debit (non-regulated) Excluded: Airline (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Passenger Railway (4112), and Eating Places (5812)
<b>Commercial Payments Account Tier 4</b>	<ul style="list-style-type: none"> <li>U.S. Merchant</li> <li>Transaction amount: \$500,000.01 - \$1,000,000.00</li> <li>Transaction settled in 2 days</li> <li>Non-face-to-face (Mail Order or Ecommerce)</li> <li>Valid electronic approval code</li> <li>Banknet reference number / Banknet Date</li> </ul>	Card Types: U.S. issued Commercial Credit and Debit (non-regulated) Excluded: Airline (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Passenger Railway (4112), and Eating Places (5812)

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<p><b>Commercial Payments Account Tier 5</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction amount: \$1,000,000.01 and greater</li> <li>• Transaction settled in 2 days</li> <li>• Non-face-to-face (Mail Order or Ecommerce)</li> <li>• Valid electronic approval code</li> <li>• Banknet reference number / Banknet Date</li> </ul>	<p>Card Types: U.S. issued Commercial Credit and Debit (non-regulated)</p> <p>Excluded: Airline (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Passenger Railway (4112), and Eating Places (5812)</p>
<p><b>Commercial Large Ticket I MPG Tier 1 (cont. next page)</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction amount: \$7,255.00 - \$25,000.00</li> <li>• Transaction settled in 2 days</li> <li>• Valid electronic approval code</li> </ul>	<p>Card Types: U.S. issued Purchasing, Fleet, Government, Prepaid Government, Business, Corporate, and Public Sector Commercial Cards</p> <p>Limited: Non-T&amp;E MCC: MasterCard Payment Gateway (MPG) transactions only</p>
<p><b>Commercial Large Ticket I MPG Tier 1</b></p>	<ul style="list-style-type: none"> <li>• Banknet reference number / Banknet Date</li> <li>• Invoice Number</li> <li>• Level IP Corporate Card Data</li> <li>• MPG Registration required, Large Ticket MPG MasterCard Assigned ID</li> </ul>	<p>Card Types: U.S. issued Purchasing, Fleet, Government, Prepaid Government, Business, Corporate, and Public Sector Commercial Cards</p> <p>Limited: Non-T&amp;E MCC: MasterCard Payment Gateway (MPG) transactions only</p>
<p><b>Commercial Large Ticket I MPG Tier 2</b> cont. next page</p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction amount: \$25,000.01 - \$100,000.00</li> <li>• Transaction settled in 2 days</li> <li>• Valid electronic approval code</li> <li>• Banknet reference number / Banknet Date</li> <li>• Invoice Number</li> <li>• Transaction settled in 2 days</li> </ul>	<p>Card Types: U.S. issued Purchasing, Fleet, Government, Prepaid Government, Business, Corporate, and Public Sector Commercial Cards</p> <p>Limited: Non-T&amp;E MCC: MasterCard Payment Gateway (MPG) transactions only</p>

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M <sup>ASTER</sup> CARD TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Commercial Large Ticket I MPG Tier 2</b>	<ul style="list-style-type: none"> <li>• Valid electronic approval code</li> <li>• Banknet reference number / Banknet Date</li> <li>• Invoice Number</li> <li>• Level II<sup>3</sup> Corporate Card Data</li> <li>• MPG Registration required, Large Ticket MPG MasterCard Assigned ID</li> </ul>	Card Types: U.S. issued Purchasing, Fleet, Government, Prepaid Government, Business, Corporate, and Public Sector Commercial Cards Limited: Non-T&E MCC: MasterCard Payment Gateway (MPG) transactions only
<b>Commercial Large Ticket I MPG Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction amount: \$100,000.01 - \$500,000.00</li> <li>• Transaction settled in 2 days</li> <li>• Valid electronic approval code</li> <li>• Banknet reference number / Banknet Date</li> <li>• Invoice Number</li> <li>• Level II<sup>3</sup> Corporate Card Data</li> <li>• MPG Registration required, Large Ticket MPG MasterCard Assigned ID</li> </ul>	Card Types: U.S. issued Purchasing, Fleet, Government, Prepaid Government, Business, Corporate, and Public Sector Commercial Cards Limited: Non-T&E MCC: MasterCard Payment Gateway (MPG) transactions only
<b>Commercial Large Ticket I MPG Tier 4</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction amount: \$500,000.01 - \$1,000,000.00</li> <li>• Transaction settled in 2 days</li> <li>• Valid electronic approval code</li> <li>• Banknet reference number / Banknet Date</li> <li>• Invoice Number</li> <li>• Level II<sup>3</sup> Corporate Card Data</li> <li>• MPG Registration required, Large Ticket MPG MasterCard Assigned ID</li> </ul>	Card Types: U.S. issued Purchasing, Fleet, Government, Prepaid Government, Business, Corporate, and Public Sector Commercial Cards Limited: Non-T&E MCC: MasterCard Payment Gateway (MPG) transactions only



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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<p><b>Commercial Large Ticket I MPG Tier 5</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction amount: \$1,000,000.00 and greater</li> <li>• Transaction settled in 2 days</li> <li>• Valid electronic approval code</li> <li>• Banknet reference number / Banknet Date</li> <li>• Invoice Number</li> <li>• Level II<sup>3</sup> Corporate Card Data</li> <li>• MPG Registration required, Large Ticket MPG MasterCard Assigned ID</li> </ul>	<p>Card Types: U.S. issued Purchasing, Fleet, Government, Prepaid Government, Business, Corporate, and Public Sector Commercial Cards</p> <p>Limited: Non-T&amp;E MCC: MasterCard Payment Gateway (MPG) transactions only</p>
<p><b>Interregional Consumer Standard (ISI)</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> </ul>	<p>Card Types: Non- U.S. Issued Consumer Credit, Premium, and Super Premium Card</p>
<p><b>Interregional Consumer Electronic (IEI)</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 4 days of transaction</li> <li>• 10% Authorization amount transaction tolerance for transactions acquired in the U.S. region only</li> </ul>	<p>Card Types: Non- U.S. Issued Consumer Credit, Premium, and Super Premium Card</p> <p>Excludes: Automated Fuel Dispenser and Direct Marketing MCCs</p>
<p><b>Interregional Full UCAF</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 4 days of transaction</li> <li>• Must include a CAT level indicator of a 6</li> <li>• UCAF Status Indicator must = 2</li> <li>• Must have a valid Security level indicator/Security protocol and Cardholder Authentication in auth</li> </ul>	<p>Card Types: Non- U.S. Issued Consumer Credit, Premium and Super Premium Card</p>

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**MASTERCARD TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Interregional Merchant UCAF</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 5 days of transaction</li> <li>• Must include a CAT level indicator of a 6</li> <li>• UCAF Status Indicator must = 1</li> <li>• Must have a valid Security level indicator/Security protocol and Cardholder Authentication in auth</li> </ul>	Card Types: Non- U.S. Issued Consumer Credit, Premium, and Super Premium Card
<b>Interregional Commercial Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> <li>• Card Acceptor Type and Tax ID required for U.S. Merchant locations</li> </ul>	Card Types: Non- U.S. Issued Commercial and Super Premium Cards Excludes: Purchasing and Fleets cards for transactions acquired in the U.S. Region
<b>Interregional Purchasing Standard</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• The sale must be deposited within 30 days of transaction date</li> <li>• For transactions acquired in the U.S. region, Corporate Card Common Data Requirements are required</li> </ul>	Card Types: Non- U.S. Issued Purchasing Cards
<b>Interregional Purchasing Large Ticket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of transaction</li> <li>• Card Acceptor Tax ID</li> <li>• Non T&amp;E MCC</li> </ul>	Card Types: Non- U.S. Issued Purchasing/Fleet
<b>Interregional Purchasing Data Rate II</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 4 days of transaction</li> <li>• Level II<sup>3</sup> purchasing data required</li> </ul>	Card Types: Non- U.S. Issued Purchasing Cards

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<b>MASTERCARD TRANSACTIONS</b>		
<b>Interchange Level</b>	<b>Requirements for Interchange Level</b>	<b>Limitations on Card Types and Industries</b>
<b>Interregional Commercial Electronic Card</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• The transaction must be authorized, the auth code must be included in the settlement record</li> <li>• Magnetic card swipe or contactless information must be passed in the authorization request</li> <li>• The sale must be deposited within 4 days of transaction date</li> <li>• Must contain an MCC other than one of the following: 5542, 5960 : 5969</li> <li>• For Internet transactions:                             <ul style="list-style-type: none"> <li>– UCAF Status Indicator must equal 2</li> <li>– CAT Level Indicator must be a 6</li> </ul> </li> </ul>	Card Types: Non- U.S. Issued Commercial Cards
<b>Interregional Consumer Super Premium Electronic</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe must be passed in the authorization request</li> <li>• Applicable Electronic Authorization Data must be included and match Settlement Data</li> <li>• Settlement within 4 days of transaction</li> <li>• 10% Authorization amount transaction tolerance for transactions acquired in the U.S. region only</li> </ul>	Card Types: Non- U.S. Issued Consumer Cards

<sup>3</sup> Level II Data includes the entry of customer code, card acceptor type, tax ID and sales tax.

<sup>4</sup> Level III Data includes Level II data, line item detail, item description, item quantity, item unit of measure, extended item amount, product code, and debit or credit indicator.

## DISCOVER NETWORK PREFACE

A significant amount of the fees that we charge to you for processing your Credit Card and Non-PIN Debit Card transactions represent charges that we must pay to Discover Network (the "Card Organization") pursuant to their rules. One of the components Discover Network fees is called interchange, and varies based on number of factors – such as the type of card presented, specific information contained in the transaction, how and when the transaction processed, your industry, and other factors.

This document is part of the Application, as defined and further described in the Program Guide. Capitalized terms not defined in this document are defined in the Program Guide.

As a result, a portion of the rate that we charge you will depend on the type of transaction and the Pricing level at which the transaction processed. In order to qualify for any specific Pricing level, you must satisfy certain qualification criteria established by Discover Network. This **Interchange Qualification Matrix** identifies the primary qualification criteria for the various Pricing levels. In reviewing the Interchange Qualification Matrix, please note the following:

- The Interchange Qualification Matrix is only a summary of the primary qualification criteria established by Discover Network – each Pricing level – it is not all inclusive. In the event of an ambiguity or conflict, the Pricing requirements established by Discover Network will determine the Pricing level at which your transactions qualify.
- Some Pricing levels require that you utilize certain additional services such as Address Verification. Some Pricing levels also require that you transmit detailed transaction data such as order numbers, hotel folio numbers. Other Pricing levels require that you transmit certain indicators reflecting the nature of your transactions (such as an "E-Commerce indicator" for internet transactions).
- Pricing levels may also be restricted to merchants in certain Merchant Category Codes ("MCC"). If you wish to qualify for any such Pricing level, please call the Customer Service number listed on your monthly statement for more information about the particular MCC and the corresponding Pricing qualification criteria.
- In some cases, transactions may be processed at a more costly Pricing level solely as a result of the type of card that is presented. For example, commercial cards, among others, will generally downgrade from some pricing levels.
- The information in the Interchange Qualification Matrix should not be used to develop software or other interfaces for transmitting transactions as technical aspects of these requirements may be much more detailed than the summary presented. If you utilize terminals, software, services or equipment provided or configured by any third party, be aware that failure by these systems to correctly and accurately transmit information in the required formats may result in your transactions not qualifying for the most favorable Interchange levels.

### Card Sales Involving Consumer Cards

Discover Network offers three Acquirer Interchange Program submission levels for Acquirer Interchange on Card Sales involving Consumer Cards:

- Prime Submission Level (PSL) Programs are for Card Sales that meet Discover Network's processing requirements described in the Operating Regulations.
  - A Card Sale must have a record of an approved or positive Authorization Response.

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- MCC listed on the Sales Data must not be Quasi-Cash or High Risk.
- Eligibility and Card Sale criteria for a Prime Submission Level Program must be met.
- Card Sale must be processed by Discover Network within the specified number of days for the individual Prime Submission Level Program.
- Acquirer must include Acquirer Interchange Program Code in Sales Data.
- Mid Submission Level (MSL) Programs are for Card Sales that do not meet all Prime Submission Level requirements, but do meet the MSL requirements.
  - A Card Sale must have a record of an approved or positive Authorization Response.
  - MCC listed on the Sales Data must not be High Risk.
  - Card Sale must be processed by Discover Network within the specified number of days for the individual Mid Submission Level Program.
  - Acquirer must include Acquirer Interchange Program Code in Sales Data.
- Base Submission Level (BSL) Programs are for Card Sales that do not meet all MSL Program requirements.
  - All MCCs are eligible.
  - All POS Entry Modes are eligible.
  - Card Sale must be processed by Discover Network within the specified number of days for the Base Submission Level Program.
  - Acquirer should include Acquirer Interchange Program Code in Sales Data.

**Adjustment Vouchers Involving Consumer Cards**

Discover Network offers three Consumer Adjustment Voucher Programs for Acquirer Interchange on Card Credits or Refunds involving Consumer Cards:

- Consumer Card Products in Direct Marketing MCCs 5960, 5962, 5964, 5965, 5966, 5967, 5968, 5969
- Consumer Card Products in Passenger Transport MCCs 3000-3299, 4112, 4511
- Consumer Card Products in Non Direct Marketing/Passenger Transport MCCs or all others

**Card Sales Involving Commercial Cards**

Discover Network offers two Acquirer Interchange Program submission levels for Acquirer Interchange on Card Sales involving Commercial Cards:

- Commercial Electronic Submission Level Program is for Card Sales that meet the Acquirer Interchange Program requirements.
- Card Sale must have an approved Authorization Response.
  - MCC listed on the Sales Data must not be High Risk.
  - Card Sale must be processed by Discover Network within the specified number of days.
  - Acquirer must include Acquirer Interchange Program Code in Sales Data.
- Commercial Base Submission Level Program is for Card Sales that do not meet the requirements for processing under the Commercial Electronic Submission Level Program.

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- All MCCs are eligible.
- All POS Entry Modes are eligible.
- Card Sale must be processed by Discover Network within the specified number of days for the Base Submission Level Program.
- Acquirer should include Acquirer Interchange Program Code in Sales Data.

#### **Adjustment Vouchers Involving Commercial Cards**

Discover Network offers one Commercial Adjustment Voucher Program for Acquirer Interchange on Card Credits or Refunds involving Commercial Cards:

- Commercial Card Products all MCCs

#### **Acquirer Interchange Validation Tests**

To determine the qualification of each Card Sale Discover Network will conduct one or more of the four validation tests described below. If validation tests confirm the following:

- Timeliness of submission of Sales Data
  - The number of Banking Days transpiring between the Card Sale date and the Processing Date
  - Processing date begins at 06:01am ET and ends at 06:00am ET the next day.
- Presence and contents of Track Data
  - The presence of CVV Data in the Track Data included in the Authorization Request
- MCC on Sales Data matches MCC on Authorization Request
  - MCCs must be the same in both the Card sale and the Authorization Request
  - (Exception:** Travel Agency MCC 4722, Airline MCC 4511 and all Unique Airline MCCs)
- Transaction amount on Sales Data matches the amount on Authorization Request
  - Sales Data amount compared to the Authorization Approved amount must match.
  - Tolerance requirement of 10% for all MCCs
  - Tolerance exception of 20% for Taxicab/Limousines MCC 4121 and Beauty/Barber Shops MCC 7230
  - The following MCCs are not subject to Transaction Amount Validation:
    - 3000-3299, 4112, 4511 - Passenger Transport; 4411 - Steamship/Cruise Line; 5542 - Automated Fuel Pumps; 5813 - Drinking Places/Bars; 3351-3441, 7512, 7513, 7519 - Car Rental; 5541 - Service Stations; 5812 - Eating Places and Restaurants; 5814 - Fast Food Restaurants; 3501-3999, 7011, 7012 - Hotels

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**DISCOVER TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>PSL Recurring Payments</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of authorization/transaction</li> <li>• 10% Authorization to transaction amount tolerance</li> <li>• Recurring Billing or Installment Payment Indicator</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Child Care Services, Charitable/Social Service Organizations, Cable/Satellite Services, Utilities, Health and Beauty Spas, Memberships, Automobile Associations, Direct Marketing Subscription Sales, and Telecommunication Services
<b>PSL Supermarkets/Warehouse Clubs</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance</li> <li>• Magnetic card swipe/contactless/chip must be passed in the authorization request</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Supermarkets, Warehouse Clubs
<b>PSL Emerging Markets</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance</li> <li>• Settlement within 2 days of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Payment Service Provider – Merchant Payment Transaction, Insurance Premiums, Cable/ Satellite Services, Schools / Education Services, Direct Marketing, Fuel Dealers, Child Day Care Services and Charitable/Social Services
<b>PSL Public Services</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance</li> <li>• Settlement within 2 days of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Government Services, Courts Costs, Government Fines, Tax Payments, Bail and Bond Payments, and Tolls and Bridge Fees

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**DISCOVER TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>PSL Express Service</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance (20% for Limousine/Taxicabs)</li> <li>• Restaurants and Fast Food Restaurants are exempt from the transaction amount tolerance</li> <li>• Magnetic card swipe/contactless/chip must be passed in the authorization request</li> <li>• For MCC 4121, transaction must be less than or equal to \$25.00</li> <li>• All other MCCs, transaction must be less than or equal to \$15.00</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	<p>Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid</p> <p>Limited to: Convenience Stores, Commuter Passenger, Limousines and Taxicabs, Bus Lines, Tolls, Restaurants, Fast Food, Newsstands, Laundry Services, Dry Cleaners, Copy Services, Parking Lots and Garages, Car Washes, Movie Theaters and Video Rental Stores</p>
<b>PSL Petroleum</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Magnetic card swipe/contactless/chip must be passed in the authorization request</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	<p>Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid</p> <p>Limited to: Automated Fuel Dispensers, Service Stations</p>
<b>PSL Retail</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance (20% for Limousine/Taxicabs and Beauty/Barber Shops)</li> <li>• Magnetic card swipe/contactless/chip must be passed in the authorization request</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	<p>Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid</p> <p>Excludes the following: Supermarkets/Warehouse Clubs, Petroleum, Restaurants, Hotels/Car Rentals, Passenger Transport, Public Services, Emerging Markets, Quasi Cash, Utilities, Real Estate and Insurance Merchants</p>
<b>PSL Restaurants</b> cont. next page	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> </ul>	<p>Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid</p> <p>Limited to: Restaurants and Fast Food</p>



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**DISCOVER TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>PSL Restaurants</b>	<ul style="list-style-type: none"> <li>• Magnetic card swipe/contactless/chip must be passed in the authorization request</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Restaurants and Fast Food
<b>PSL Hotels/Car Rentals</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Hotels/Car Rentals
<b>PSL Passenger Transport</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 7 days of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Airlines, Passenger Railways
<b>PSL Card Not Present/Ecommerce</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• AVS request in authorization</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Excludes the following: Hotels/Car Rentals, Passenger Transport, Public Services, Emerging Markets, Quasi Cash, Utilities, Real Estate and Insurance Merchants
<b>Key Entry</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance (20% for Limousine/Taxicabs and Beauty/Barber Shops)</li> <li>• Settlement within 1 day of authorization/transaction</li> <li>• Key entered transaction, card present</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Excludes the following: Hotels/Car Rentals, Passenger Transport, Public Services, Emerging Markets, Quasi Cash, Utilities, Real Estate and Insurance Merchants

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**DISCOVER TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>PSL Utilities</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Utility merchants
<b>PSL Real Estate</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 2 days of authorization/transaction</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Real Estate merchants
<b>PSL Insurance</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Settlement within 2 days of authorization/transaction Card Present and Card Not Present transactions are eligible</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Limited to: Insurance merchants
<b>Mid Submission Level</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance (20% for Limousine/Taxicabs and Beauty/Barber Shops)</li> <li>• Exempt from amount tolerance - Passenger Transport, Car Rentals, Hotels, Passenger Railways, Steamship/Cruise Lines, Service Stations, Automated Fuel Dispensers, Eating Places and Restaurants Drinking Places (Alcoholic Beverages), Fast Food Restaurants</li> <li>• Settlement within 2 days of auth/transaction, 7 days for Passenger Transport merchants</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid Excludes the following: High Risk Direct Marketing Excludes the following for Premium and Premium Plus cards: Passenger Transport, Hotel/Car Rentals
<b>Base Submission Level</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 60 days of Authorization</li> </ul>	Card Types: U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Premium Plus, Consumer Debit, Regulated Debit and Prepaid

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**DISCOVER TRANSACTIONS**

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Commercial Electronic</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance (20% for Limousine/Taxicabs and Beauty/Barber Shops)</li> <li>• Exempt from amount tolerance - Passenger Transport, Car Rentals, Hotels, Passenger Railways, Steamship/Cruise Lines, Service Stations, Automated Fuel Dispensers, Eating Places and Restaurants Drinking Places (Alcoholic Beverages), Fast Food Restaurants</li> <li>• Acquirer Interchange Program Code must be included in Sales Data for the Card Sale</li> <li>• AVS request in authorization when Card Not Present (Excludes Emerging Markets, Insurance, Public Services, Hotels/Car Rentals, Passenger Transport)</li> <li>• Settlement within 7 days of authorization/transaction for Passenger Transport</li> <li>• Settlement within 2 days of auth/transaction for Emerging Markets and Public Services</li> <li>• Settlement within 1 day of authorization/transaction for all other merchant types</li> </ul>	Card Types: U.S. Issued Commercial Credit, Debit, Regulated Debit and Prepaid
<b>Commercial Utilities</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• 10% Authorization to transaction amount tolerance</li> <li>• Settlement within 1 day of authorization/transaction</li> </ul>	Card Types: U.S. Issued Commercial Card, Debit, Regulated Debit and Prepaid Limited to: Utility merchants
<b>Commercial Base</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Settlement within 30 days of Authorization</li> </ul>	Card Types: U.S. issued Commercial Card, Debit, Regulated Debit and Prepaid
<b>US Commercial Large Ticket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Sale amount must be greater than \$5,000.00</li> <li>• Settlement within 1 day of the transaction date</li> </ul>	Card Types: U.S. Issued Commercial Card, Debit, Regulated Debit and Prepaid Limited to specific business-to-business MCCs

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DISCOVER TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>International Base</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be an International Card Sale</li> </ul>	Card Types: Non U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Consumer Debit cards
<b>International Electronic</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must be an International Card Sale</li> <li>• Applicable Electronic Authorization Data must be included within Settlement Record</li> <li>• Must be magnetic swipe/contactless/chip read, Card Present environment</li> <li>• Settlement within 4 day of authorization/transaction</li> <li>• POS Entry Mode must be present</li> <li>• CVV Data must be present</li> <li>• Not Subject to Transaction Amount Validation</li> </ul>	Card Types: Non U.S. Issued Consumer Core, Consumer Rewards, Consumer Premium, Consumer Debit cards Excludes: High Risk Direct Marketing Merchants

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AMERICAN EXPRESS ONEPOINT TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Retail</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail eligible MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: OnePoint Retail Eligible MCCs <sup>3</sup>
<b>Retail Key Entered</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail eligible MCC</li> <li>• Transaction is face to face, key entered</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: OnePoint Retail Eligible MCCs <sup>3</sup>
<b>Retail Special</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail eligible MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• American Express OnePoint annual volume is greater than \$500,000.00</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: OnePoint Retail Eligible MCCs <sup>3</sup>
<b>Retail Special Key Entered</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail eligible MCC</li> <li>• Annual volume is greater than \$500K</li> <li>• Transaction is face to face, key entered</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: OnePoint Retail Eligible MCCs <sup>3</sup>
<b>Mail Order/Internet</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Mail Order/Internet MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial. Limited to: DIRECT MARKETING -CATALOG MERCHANTS, DIRECT MKTG – NOT ELSEWHERE CLASSIFIED, DIRECT MARKETING CONTINUITY / SUBSCRIPTION MERCHANTS
<b>Restaurants</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: EATING PLACES & RESTAURANTS (Full Service Restaurants), CATERERS and DRINKING PLACES (Bars & Nightclubs)

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AMERICAN EXPRESS ONEPOINT TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Restaurants Key Entered</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant MCC</li> <li>• Transaction is face to face, key entered</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: EATING PLACES & RESTAURANTS (Full Service Restaurants), CATERERS and DRINKING PLACES (Bars & Nightclubs)
<b>Restaurant Special</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant MCC</li> <li>• American Express OnePoint annual volume is greater than \$500,000.00</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: EATING PLACES & RESTAURANTS (Full Service Restaurants), CATERERS and DRINKING PLACES (Bars & Nightclubs)
<b>Fast Food Restaurant</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Fast Food Restaurant MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: FAST FOOD RESTAURANTS
<b>Telecommunications</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Telephone Equipment and Telephone Sales MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to : TELEPHONE EQUIPMENT & TELEPHONE SALES
<b>Telecommunications – Cable/Computer Network</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Computer Network/Information Services and Cable &amp; Other Pay Television Services MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to : COMPUTER NETWORK/INFORMATION SERVICES AND CABLE & OTHER PAY TELEVISION SERVICES
<b>Supermarket</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Grocery / Supermarket MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: GROCERIES & SUPERMARKETS
<b>Other Transportation</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Transportation MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: AIRPORT, FLYING FIELDS & AIRPORT TERMINALS, BUS LINES, TAXICABS/ LIMOUSINES, and TRANSPORTATION SERVICES
<b>Independent Gas Stations</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Gas Station MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: SERVICE STATIONS and AUTOMATED FUEL DISPENSERS (Card Activated Terminals)

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AMERICAN EXPRESS ONEPOINT TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
<b>Office-Based Healthcare</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Office Based Healthcare MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: DENTISTS & ORTHODONTISTS and DOCTORS & PHYSICIANS
<b>Education</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Education MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial Limited to: ELEMENTARY & SECONDARY SCHOOLS, CHILD CARE SERVICES, COLLEGES, UNIVERSITIES, PROFESSIONAL SCHOOLS, and SPORTING & RECREATION CAMPS
<b>Lodging</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial. Limited to: LODGING and TRAILER PARKS & CAMPSITES
<b>Travel Agencies and Tours</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel Agencies and Tour Operators MCC</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial. Limited to: TRAVEL AGENCIES AND TOUR OPERATORS
<b>Service, Wholesale &amp; All Other</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have eligible MCC for Service, Wholesale &amp; All Other</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial. Limited to: OnePoint Service, Wholesale & All Other Eligible MCCs <sup>6</sup>
<b>Service, Wholesale &amp; All Other Special</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have eligible MCC for Service, Wholesale &amp; All Other</li> <li>• American Express OnePoint annual volume is greater than \$500,000.00</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial. Limited to: OnePoint Service, Wholesale & All Other Eligible MCCs <sup>6</sup>
<b>Business to Business</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have eligible MCC for Business to Business</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial. Limited to: OnePoint Business to Business Eligible MCCs <sup>7</sup>
<b>Business to Business Special</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have eligible MCC for Business to Business</li> <li>• American Express OnePoint annual volume is greater than \$500,000.00</li> </ul>	Card Types: U.S. / Non U.S. Issued Consumer, Prepaid, and Commercial. Limited to: OnePoint Business to Business Eligible MCCs <sup>7</sup>

<sup>5</sup> DocuSign Envelope ID: A7185906-95C2-4BFD-A97F-0BC610F864FF

**AMERICAN EXPRESS ONEPOINT RETAIL ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>	<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5937	ANTIQUÉ REPRODUCTION SHOPS	5947	GIFT, CARD, NOVELTY & SOUVENIR SHOPS
5932	ANTIQUÉ SHOPS	5965	DIRECT MKTG – COMBINATION CATALOG & RETAIL MERCHANTS (Catalog Showrooms)
5971	ART DEALERS & /GALLERIES	5641	CHILDREN'S & INFANT'S WEAR SHOPS
5970	ARTIST SUPPLY & CRAFT SHOPS	5993	CIGAR SHOPS & STANDS
5531	AUTO & HOME SUPPLY OUTLETS	7296	CLOTHING RENTALS – COSTUMES, UNIFORMS & FORMAL WEAR
5533	AUTOMOTIVE PARTS & ACCESSORIES OUTLETS	5734	COMPUTER SOFTWARE OUTLETS (Computer Stores)
5013	MOTOR VEHICLE SUPPLIES & NEW PARTS	5499	MISCELLANEOUS FOOD SHOPS - CONVENIENCE & SPECIALTY RETAIL OUTLETS
5532	AUTOMOTIVE TIRE OUTLETS	5977	COSMETIC SHOPS
5462	BAKERIES	5451	DAIRIES (Dairy Products Stores)
5940	BICYCLE SHOPS	5311	DEPARTMENT STORES
5551	BOAT DEALERS	5698	WIG & TOUPEE SHOPS
5942	BOOK STORES	5621	WOMEN'S CLOTHING SHOPS
5192	BOOKS, PERIODICALS & NEWSPAPERS	5950	GLASSWARE & CRYSTAL SHOPS
5946	CAMERA & PHOTOGRAPHIC SUPPLY SHOPS		
5441	CANDY, NUT & CONFECTIONERY SHOPS		

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**AMERICAN EXPRESS ONEPOINT RETAIL ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5072	HARDWARE EQUIPMENT & SUPPLIES
5251	HARDWARE SHOPS
5945	HOBBY, TOY, & GAME SHOPS
5200	HOME SUPPLY WAREHOUSE OUTLETS
5722	HOUSEHOLD APPLIANCES SHOPS
5944	JEWELRY, WATCH, CLOCK & SILVERWARE SHOPS
5261	LAWN & GARDEN SUPPLY OUTLETS
5921	PACKAGE SHOPS – BEER, WINE & LIQUOR (Liquor Stores)
5948	LUGGAGE & LEATHER GOODS SHOPS
5211	LUMBER & BUILDING MATERIALS OUTLETS
5611	MEN’S & BOY’S CLOTHING & ACCESSORY SHOPS
5691	MEN’S & WOMEN’S CLOTHING SHOPS
5699	MISCELLANEOUS APPAREL & ACCESSORY SHOPS
5719	MISCELLANEOUS HOME FURNISHING SPECIALTY SHOPS
5999	MISCELLANEOUS & SPECIALTY RETAIL OUTLETS
5733	MUSIC SHOPS

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5994	NEWS AGENTS & NEWSSTANDS
5044	OFFICE EQUIPMENT
5021	OFFICE & COMMERCIAL FURNITURE
5943	STATIONERY, OFFICE & SCHOOL SUPPLY SHOPS
5995	PET SHOPS, PET FOOD & SUPPLIES
5735	RECORD SHOPS
5973	RELIGIOUS GOODS & SHOPS
5949	SEWING, NEEDLEWORK, FABRIC & PIECE GOODS SHOPS
5715	ALCOHOLIC BEVERAGE WHOLESALERS
5631	WOMEN’S ACCESSORY & SPECIALTY SHOPS
5310	DISCOUNT SHOPS
5714	DRAPERY, WINDOW COVERING & UPHOLSTERY SHOPS
5912	DRUGS, DRUG PROPRIETORS (Drug Stores & Pharmacies)
5309	DUTY-FREE SHOPS
5997	ELECTRIC RAZOR OUTLETS
5732	ELECTRONICS SHOPS

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**AMERICAN EXPRESS ONEPOINT RETAIL ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5651	FAMILY CLOTHING SHOPS
5718	FIREPLACES & ACCESSORIES SHOPS
5713	FLOOR COVERING STORES
5992	FLORISTS
5422	FREEZER/& LOCKER MEAT PROVISIONERS (Butchers)
5712	FURNITURE, HOME FURNISHINGS & EQUIPMENT SHOPS
5681	FURRIERS & FUR SHOPS
5399	MISCELLANEOUS GENERAL MERCHANDISE
5231	GLASS, PAINT & WALLPAPER SHOPS
5661	SHOE SHOPS

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5941	SPORTING GOODS SHOPS
5655	SPORTS & RIDING APPAREL SHOPS
5972	STAMP & COIN SHOPS
5996	SWIMMING POOLS
5998	TENT & AWNING SHOPS
5978	TYPEWRITER OUTLETS
5931	USED MERCHANDISE & SECOND-HAND SHOPS
5331	VARIETY STORES
7841	VIDEO RENTAL SHOPS
7631	WATCH, CLOCK & JEWELRY REPAIR SHOPS

<sup>6</sup> DocuSign Envelope ID: A7185906-95C2-4BFD-A97F-0BC610F864FF

**AMERICAN EXPRESS SERVICE, WHOLESALE AND ALL OTHER INDUSTRY ONEPOINT ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>	<b>MCC</b>	<b>MCC DESCRIPTOR</b>
7623	AIR CONDITIONING & REFRIGERATION REPAIR SHOPS	7933	BOWLING ALLEYS
0763	AGRICULTURAL CO-OPERATIVES	7278	BUYING & SHOPPING SERVICES AND CLUBS
4119	AMBULANCE SERVICES	5561	CAMPER, RECREATIONAL & UTILITY TRAILER DEALERS
7996	AMUSEMENT PARKS, CIRCUSES, CARNIVALS & FORTUNE TELLERS	7542	CAR WASHES
7629	ELECTRICAL & SMALL APPLIANCE REPAIR SHOPS	1750	CARPENTRY CONTRACTORS
7998	AQUARIUMS	7217	CARPET & UPHOLSTERY CLEANING
7531	AUTOMOTIVE BODY REPAIR SHOPS	0744	CHAMPAGNE PRODUCERS
5511	CAR & TRUCK DEALERS – NEW/USED	8398	CHARITABLE & SOCIAL SERVICE ORGANIZATIONS
5521	CAR & TRUCK DEALERS –USED	5169	CHEMICALS & ALLIED PRODUCTS
7535	AUTOMOTIVE PAINT SHOPS	8041	CHIROPRACTORS
7538	AUTOMOTIVE SERVICE SHOPS (NON-DEALER)	8641	CIVIC, SOCIAL & FRATERNAL ASSOCIATIONS
8675	AUTOMOBILE ASSOCIATIONS	7210	LAUNDRY, CLEANING & GARMENT SERVICES
7230	BEAUTY & BARBER SHOPS	7298	HEALTH & BEAUTY SPAS
7932	BILLIARD & POOL ESTABLISHMENTS	5975	HEARING AIDS
4457	BOAT RENTALS & LEASING	5085	INDUSTRIAL SUPPLIES

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**AMERICAN EXPRESS SERVICE, WHOLESALE AND ALL OTHER INDUSTRY ONEPOINT ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5094	PRECIOUS STONES & METALS, WATCHES & JEWELRY (Wholesalers)
1740	MASONRY, STONEMASONRY, TILE SETTING, PLASTERING & INSULATION CONTRACTORS
8071	MEDICAL & DENTAL LABORATORIES
8099	MEDICAL SERVICES & HEALTH PRACTITIONERS
7997	MEMBERSHIP CLUBS, COUNTRY CLUBS & PRIVATE GOLF COURSES
8699	MEMBERSHIP ORGANIZATIONS
2842	SPECIALTY CLEANING, POLISHING & SANITATION PREPARATIONS
7929	BANDS, ORCHESTRAS & MISCELLANEOUS ENTERTAINERS
7299	MISCELLANEOUS PERSONAL SERVICE
7699	MISCELLANEOUS REPAIR SHOPS
5599	MISCELLANEOUS AUTOMOTIVE, AIRCRAFT & FARM EQUIPMENT DEALERS
5271	MOBILE HOME DEALERS
5592	MOTOR HOME DEALERS
5571	MOTORCYCLE SHOPS & DEALERS
7832	MOTION PICTURE (Movie) THEATERS

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5199	NON-DURABLE GOODS
8050	NURSING & PERSONAL CARE FACILITIES
5111	STATIONERY, OFFICE SUPPLIES & PRINTING/WRITING PAPER (Wholesale)
8043	OPTICIANS, OPTICAL GOODS & EYEGLASSES
8042	OPTOMETRISTS & OPHTHALMOLOGISTS
5976	ORTHOPEDIC GOODS & PROSTHETIC DEVICES
8031	OSTEOPATHS
5198	PAINTS, VARNISHES & SUPPLIES (Wholesale)
7523	PARKING LOTS & GARAGES
5933	PAWN SHOPS
7395	PHOTO FINISHING LABORATORIES & PHOTO DEVELOPING
7221	PHOTOGRAPHIC STUDIOS
5074	PLUMBING & HEATING EQUIPMENT & SUPPLIES
5137	MEN'S, WOMEN'S AND CHILDREN'S UNIFORMS & COMMERCIAL CLOTHING
7379	COMPUTER MAINTENANCE & REPAIR SERVICES

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**AMERICAN EXPRESS SERVICE, WHOLESALER AND ALL OTHER INDUSTRY ONEPOINT ELIGIBLE MCCs**

MCC	MCC DESCRIPTOR
7372	COMPUTER PROGRAMMING, DATA PROCESSING & INTEGRATED SYSTEMS DESIGN SERVICES
5045	COMPUTERS, COMPUTER PERIPHERAL EQUIPMENT
1771	CONCRETE WORK CONTRACTORS
5039	CONSTRUCTION MATERIALS
8241	CORRESPONDENCE SCHOOLS
7277	COUNSELING SERVICES
7911	DANCE HALLS, STUDIOS & SCHOOLS
5122	DRUGS, DRUG PROPRIETORS (Wholesalers)
7216	DRY CLEANERS
5099	DURABLE GOODS
8299	SCHOOLS & EDUCATIONAL SERVICES
1731	ELECTRICAL CONTRACTORS
5065	ELECTRICAL PARTS & EQUIPMENT
7342	EXTERMINATING & DISINFECTING SERVICES
5131	PIECE GOODS, NOTIONS & OTHER DRY GOODS (Fabric Wholesalers)

MCC	MCC DESCRIPTOR
5193	FLORISTS' SUPPLIES, NURSERY STOCK & FLOWERS
4214	MOTOR FREIGHT CARRIERS & TRUCKING
5983	FUEL DEALERS
7261	FUNERAL SERVICES & CREMATORIUMS
7641	FURNITURE REUPHOLSTERY, REPAIR & REFINISHING
1520	GENERAL CONTRACTORS
7298	HEALTH & BEAUTY SPAS
5975	HEARING AIDS
1711	HEATING, PLUMBING & AIR-CONDITIONING CONTRACTORS
8062	HOSPITALS
8249	TRADE & VOCATIONAL SCHOOLS
1711	HEATING, PLUMBING & AIR-CONDITIONING CONTRACTORS
8062	HOSPITALS
5300	WHOLESALE CLUBS
0743	WINE PRODUCERS
7276	TAX PREPARATION SERVICES

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**AMERICAN EXPRESS SERVICE, WHOLESALE AND ALL OTHER INDUSTRY ONEPOINT ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
4821	TELEGRAPH SERVICES
7922	THEATRICAL PRODUCERS & TICKET AGENCIES
7534	TIRE RETREADING & REPAIR SHOPS
7991	TOURIST ATTRACTIONS & EXHIBITS
7549	TOWING SERVICES
8651	POLITICAL ORGANIZATIONS
8049	PODIATRISTS & CHIROPODISTS
7992	PUBLIC GOLF COURSES
4900	UTILITIES - ELECTRIC, GAS, WATER & SANITARY
2741	MISCELLANEOUS PUBLISHING & PRINTING SERVICES
7999	RECREATION SERVICES
8661	RELIGIOUS ORGANIZATIONS
1761	ROOFING, SIDING & SHEET METAL WORK CONTRACTORS
8244	BUSINESS & SECRETARIAL SCHOOLS

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
7393	PROTECTIVE AGENCIES & SECURITY SERVICES
7251	SHOE REPAIR SHOPS, SHOE SHINE PARLOURS & HAT CLEANING SHOPS
0742	VETERINARY SERVICES
7994	VIDEO GAME ARCADES
7993	VIDEO GAME SUPPLIES
4225	PUBLIC WAREHOUSING & STORAGE
5935	WRECKING & SALVAGE YARDS
7211	LAUNDRY SERVICES
5598	SNOWMOBILE DEALERS
5697	TAILORS, SEAMSTRESSES, MENDING & ALTERATIONS
7321	CONSUMER CREDIT REPORTING AGENCIES
7375	INFORMATION RETRIEVAL SERVICES

<sup>7</sup> DocuSign Envelope ID: A7185906-95C2-4BFD-A97F-0BC610F864FF

**AMERICAN EXPRESS BUSINESS TO BUSINESS ONEPOINT ELIGIBLE MCCS**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
0780	LANDSCAPING & HORTICULTURAL SERVICES
1799	SPECIAL TRADE CONTRACTORS (Miscellaneous Contractors)
4215	COURIER SERVICES
5046	COMMERCIAL EQUIPMENT
5139	COMMERCIAL FOOTWEAR
6300	INSURANCE SALES, UNDERWRITING & PREMIUMS
7311	ADVERTISING SERVICES
7333	COMMERCIAL PHOTOGRAPHY, ART & GRAPHICS
7338	QUICK COPY, REPRODUCTION & BLUEPRINTING SERVICES
7394	EQUIPMENT , TOOL, FURNITURE & APPLIANCE RENTALS & LEASING
7399	BUSINESS SERVICES
7622	ELECTRONICS REPAIR SHOPS
7941	COMMERCIAL SPORTS, PROFESSIONAL SPORTS CLUBS, ATHLETIC FIELDS & SPORTS PROMOTERS

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
8911	ARCHITECTURAL, ENGINEERING & SURVEYING SERVICES
8931	ACCOUNTING, AUDITING & BOOKKEEPING SERVICES
8999	PROFESSIONAL SERVICES
5047	DENTAL/LABORATORY/MEDICAL/OPHTHALMIC HOSPITAL EQUIPMENT & SUPPLIES
5051	METAL SERVICE CENTERS
7339	SECRETARIAL SUPPORT SERVICES
7349	CLEANING, MAINTENANCE & JANITORIAL SERVICES
7361	EMPLOYMENT AGENCIES & TEMPORARY HELP SERVICES
7392	MANAGEMENT, CONSULTING & PUBLIC RELATIONS SERVICES
8734	TESTING LABORATORIES (NON-MEDICAL)
2791	TYPESETTING, PLATEMAKING & RELATED SERVICES
7829	MOTION PICTURE AND VIDEO PRODUCTION& DISTRIBUTION
7692	WELDING SERVICES

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<b>AMERICAN EXPRESS TRANSACTIONS</b>		
<b>Pricing Program Level</b>	<b>Requirements for Pricing Program Level</b>	<b>Limitations on Card Types and Industries</b>
<b>Retail Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>9</sup>
<b>Retail Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$75.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>9</sup>
<b>Retail Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>9</sup>
<b>Retail Tier 1 Non - U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>9</sup>
<b>Retail Tier 2 Non - U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$75.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>9</sup>



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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Retail Tier 3 Non - U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>8</sup>
<b>Retail Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>8</sup>
<b>Retail Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$75.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>8</sup>
<b>Retail Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>8</sup>
<b>Retail Tier 1 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>8</sup>

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Retail Tier 2 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must \$75.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>8</sup>
<b>Retail Tier 3 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Retail MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Retail MCCs <sup>8</sup>
<b>Restaurant Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$25.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$25.01 - \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Restaurant Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$25.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$25.01 - \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than than \$25.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$25.01 - \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Restaurant Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 1 Non-Swipe Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$25.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 2 Non-Swipe Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$25.01 - \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Restaurant Tier 3 Non-Swipe Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Restaurant/Fast Food MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: RESTAURANT (5812) and FAST FOOD RESTAURANT (5814)
<b>Caterers &amp; Drinking Places Tier I</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$25.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Caterers &amp; Drinking Places Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$25.01 - \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$25.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$25.01 - \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Caterers &amp; Drinking Places Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$25.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$25.01 - \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 1 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$25.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Caterers &amp; Drinking Places Tier 2 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$25.01 - \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)

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AMERICAN EXPRESS TRANSACTIONS		
Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Caterers &amp; Drinking Places Tier 3 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Caterers &amp; Drinking Places MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATERERS (5811) AND BAR/NIGHTCLUBS (5813)
<b>Healthcare Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$150.01 - \$2,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$2,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Healthcare Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$150.01 - \$2,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$2,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$150.01 - \$2,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$2,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)



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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Healthcare Tier 1</b> <b>Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 2</b> <b>Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$150.01 - \$2,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Healthcare Tier 3</b> <b>Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Healthcare MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$2,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: DOCTOR (8011), DENTIST (8021), OSTEOPATH (8031), CHIROPRACTOR (8041), OPTOMETRIST (8042), OPTICIAN (8043), PODIATRIST (8049), NURSING/PERSONAL CARE (8050), HOSPITAL (8062), MEDICAL/DENTAL LAB (8071), MEDICAL SERVICES (8099)
<b>Mail Order &amp; Internet Tier 1</b> <b>Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Mail Order &amp; Internet MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$150.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATALOG MERCHANDISE (5964), SUBSCRIPTIONS (5968) & DIRECT MARKETING MISC. (5969)
<b>Mail Order &amp; Internet Tier 2</b> <b>Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Mail Order &amp; Internet MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$150.01 - \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATALOG MERCHANDISE (5964), SUBSCRIPTIONS (5968) & DIRECT MARKETING MISC. (5969)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Mail Order &amp; Internet Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Mail Order &amp; Internet MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: CATALOG MERCHANDISE (5964), SUBSCRIPTIONS (5968) & DIRECT MARKETING MISC. (5969)
<b>Mail Order &amp; Internet Tier 1 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Mail Order &amp; Internet MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$150.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATALOG MERCHANDISE (5964), SUBSCRIPTIONS (5968) & DIRECT MARKETING MISC. (5969)
<b>Mail Order &amp; Internet Tier 2 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Mail Order &amp; Internet MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$150.01 - \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATALOG MERCHANDISE (5964), SUBSCRIPTIONS (5968) & DIRECT MARKETING MISC. (5969)
<b>Mail Order &amp; Internet Tier 3 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Mail Order &amp; Internet MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: CATALOG MERCHANDISE (5964), SUBSCRIPTIONS (5968) & DIRECT MARKETING MISC. (5969)
<b>Lodging Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: LODGING (7011)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Lodging Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: LODGING (7011)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Lodging Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 1 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Lodging Tier 2 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: LODGING (7011)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Lodging Tier 3 Non-Swipe/Non U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Lodging MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: LODGING (7011)
<b>Travel &amp; Entertainment Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Travel &amp; Entertainment Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Travel &amp; Entertainment Tier 1 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 2 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$100.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Travel &amp; Entertainment Tier 3 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Travel &amp; Entertainment MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: TRAVEL AGENCY (4722), CAMPGROUND (7033), AMUSEMENT PARK (7996), & RECREATION SERVICE (7999)
<b>Business to Business/Wholesale Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$400.01 - \$7,500.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Business to Business/Wholesale Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$7,500.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$400.01 - \$7,500.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$7,500.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Business to Business/Wholesale Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$400.01 - \$7,500.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$7,500.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 1 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 2 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$400.01 - \$7,500.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>
<b>Business to Business/Wholesale Tier 3 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an Business to Business/Wholesale MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$7,500.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Business to Business / Wholesale Eligible MCCs <sup>10</sup>

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Services &amp; Professional Services Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$400.01 - \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$400.01 - \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Services &amp; Professional Services Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$400.01 - \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services Tier 1 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$400.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>

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<b>AMERICAN EXPRESS TRANSACTIONS</b>		
<b>Pricing Program Level</b>	<b>Requirements for Pricing Program Level</b>	<b>Limitations on Card Types and Industries</b>
<b>Services &amp; Professional Services</b> <b>Tier 2</b> <b>Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$400.01 - \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Services &amp; Professional Services</b> <b>Tier 3</b> <b>Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have a Service &amp; Professional Services MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Services & Professional Services MCCs <sup>9</sup>
<b>Other</b> <b>Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs <sup>11</sup>
<b>Other</b> <b>Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$100.01 - \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs <sup>11</sup>

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<p><b>Other Tier 3</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	<p>Card Types: U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs<sup>11</sup></p>
<p><b>Other Tier 1 Non-U.S.</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	<p>Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs<sup>11</sup></p>
<p><b>Other Tier 2 Non-U.S.</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$100.01 - \$3,000.00</li> </ul>	<p>Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs<sup>11</sup></p>
<p><b>Other Tier 3 Non-U.S.</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	<p>Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs<sup>11</sup></p>
<p><b>Other Tier 1 Non-Swipe</b></p>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	<p>Card Types: U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs<sup>11</sup></p>

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Other Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$100.01 - \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs <sup>11</sup>
<b>Other Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs <sup>11</sup>
<b>Other Tier 1 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$100.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs <sup>11</sup>
<b>Other Tier 2 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$100.01 - \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs <sup>11</sup>
<b>Other Tier 3 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Must have an eligible Other MCC</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$3,000.00</li> </ul>	Card Types: Non-U.S. Issued Consumer and Commercial Limited to: Other Eligible MCCs <sup>11</sup>

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<b>AMERICAN EXPRESS TRANSACTIONS</b>		
<b>Pricing Program Level</b>	<b>Requirements for Pricing Program Level</b>	<b>Limitations on Card Types and Industries</b>
<b>Prepaid Tier 1</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 2</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$75.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 3</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 1 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: Non-U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 2 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be \$75.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 3 Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Magnetic card swipe/contactless/chip read data must be passed in the authorization request</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Prepaid card Limited to: All Merchant Category Codes

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**AMERICAN EXPRESS TRANSACTIONS**

Pricing Program Level	Requirements for Pricing Program Level	Limitations on Card Types and Industries
<b>Prepaid Tier 1 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 2 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$75.01 - \$1,000.00</li> </ul>	Card Types: U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 3 Non-Swipe</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 1 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be equal to or less than \$75.00</li> </ul>	Card Types: Non-U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 2 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be \$75.01 - \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Prepaid card Limited to: All Merchant Category Codes
<b>Prepaid Tier 3 Non-Swipe/Non-U.S.</b>	<ul style="list-style-type: none"> <li>• U.S. Merchant</li> <li>• Transaction is key entered</li> <li>• Settled transaction amount must be greater than \$1,000.00</li> </ul>	Card Types: Non-U.S. Issued Prepaid card Limited to: All Merchant Category Codes



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**AMERICAN EXPRESS RETAIL ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5013	AUTO SUPPLIES PARTS
5021	OFFICE FURNITURE
5044	OFFICE EQUIPMENT
5072	HARDWARE EQUIPMENT
5192	BOOKS NEWSPAPERS
5200	HOME SUPPLY WAREHOUSE
5211	LUMBER BUILDING
5231	GLASS PAINT WALLPAPER
5251	HARDWARE STORE
5261	LAWN GARDEN SUPPLIES
5309	DUTY-FREE STORE
5310	DISCOUNT STORE
5311	DEPARTMENT STORE
5331	VARIETY STORE

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5399	GENERAL MERCHANDISE
5411	GROCERY STORE
5422	FREEZER LOCKER MEAT
5441	CANDY CONFECTIONERY
5451	DAIRY PRODUCTS STORE
5462	BAKERY
5499	MISC. FOOD STORE
5531	AUTO HOME SUPPLY
5532	AUTO PARTS ACCESSORY
5533	AUTO PARTS ACCESSORY
5551	BOAT DEALER
5611	MEN'S CLOTHING
5621	WOMEN'S CLOTHING
5631	WOMEN'S ACCESSORIES

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**AMERICAN EXPRESS RETAIL ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>	<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5641	CHILDREN'S CLOTHING	5722	HOUSEHOLD APPLIANCES
5651	FAMILY CLOTHING	5732	ELECTRONICS STORE
5655	SPORTS CLOTHING	5733	MUSIC STORES
5661	SHOE STORES	5734	COMPUTER STORES
5681	FURRIER AND FUR SHOP	5735	RECORD STORES
5691	MEN'S WOMEN'S CLOTHING	5912	DRUG STORE PHARMACY
5698	WIG AND TOUPEE STORE	5921	LIQUOR STORES
5699	MISC APPAREL STORE	5931	USED MERCHANDISE
5712	FURNITURE HOME STORE	5932	ANTIQUE SHOP
5713	FLOOR COVERING STORE	5937	ANTIQUE REPRODUCTION
5714	DRAPERY UPHOLSTERY	5940	BYCYCLE SHOP
5715	WHOLESALE ALCOHOL	5941	SPORTING GOODS STORE
5718	FIREPLACE ACCESSORIES	5942	BOOK STORE
5719	MISC HOME FURNISHINGS	4943	OFFICE SUPPLY STORE

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<b>AMERICAN EXPRESS RETAIL ELIGIBLE MCCs</b>			
<b>MCC</b>	<b>MCC DESCRIPTOR</b>	<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5944	JEWELRY WATCH SILVRWR	5978	TYPEWRITER STORE
5945	HOBBY TOY GAME	5992	FLORIST
5946	CAMERA PHOTO SUPPLY	5993	CIGAR STORE STAND
5947	CARD SOUVENIR STORE	5994	NEWS DEALER NEWSTAND
5948	LUGGAGE LEATHER GOODS	5995	PET SHOP FOOD SUPPLY
5949	SEWING FABRIC STORE	5996	SWIMMING POOLS
5950	GLASSWARE CRYSTAL	5997	ELECTRIC RAZOR STORE
5965	CATALOG SHOWROOM	5998	TENT AND AWNING STORE
5970	ARTIST SUPPLY CRAFT	5999	MISC. SPECIALTY RETAIL
5971	ART DEALER GALLERY	7296	CLOTHING RENTAL
5972	STAMP COIN STORE	7631	WATCH JEWELRY REPAIR
5973	RELIGIOUS GOODS STORE	7841	VIDEO RENTAL STORE
5977	COSMETIC STORE		

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**AMERICAN EXPRESS SERVICE & PROFESSIONAL SERVICES INDUSTRY ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>	<b>MCC</b>	<b>MCC DESCRIPTOR</b>
0742	VETERINARY SERVICE	4225	WAREHOUSING STORAGE
0743	WINE PRODUCER	4457	BOAT RENTAL
0744	CHAMPAGNE PRODUCER	4468	MARINE SERVICE SUPPLY
0763	AGRICULTURAL CO-OP	4821	TELEGRAPH SERVICE
1520	GENERAL CONTRACTOR	4900	PUBLIC UTILITY
1711	HEATING PLUMBING AC	5074	PLUMBING HEATING
1731	ELECTRICAL CONTRACTOR	5271	MOBILE HOME DEALER
1740	MASONRY TILE INSULATE	5300	WHOLESALE CLUB
1750	CARPENTRY CONTRACTOR	5511	AUTO DEALER NEW USED
1761	ROOFING SIDING	5521	AUTO DEALER USED
1771	CONCRETE WORK	5561	CAMPER TRAILER DEALER
2741	PUBLISHING PRINTING	5571	MOTORCYCLE DEALER
2842	MISC CLEANING PRODUCT	5592	MOTOR HOME DEALER
4119	AMBULANCE SERVICE	5598	SNOWMOBILE DEALER
4214	FREIGHT MOVING	5599	MISC VEHICLE DEALER

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**AMERICAN EXPRESS SERVICE & PROFESSIONAL SERVICES INDUSTRY ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5697	TAILOR SEAMSTRESS
5933	PAWN SHOP
5935	WRECKING SALVAGE
5975	HEARING AIDS
5976	ORTHOPEDIC PROSTHETIC
5983	FUEL DEALER
7210	CLEANING GARMENT
7211	LAUNDRY SERVICE
7216	DRY CLEANER
7217	CARPET CLEANING
7221	PHOTOGRAPHIC STUDIO
7230	BEAUTY BARBER SHOP
7251	SHOE REPAIR SHINE
7261	FUNERAL SERVICE
7276	TAX PREPARATION

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
7277	COUNSELING SERVICE
7278	BUYING SHOPING CLUBS
7298	HEALTH BEAUTY SPA
7299	MISC PERSONAL SERVICE
7321	CREDIT REPORTING
7342	EXTERMINATE DISINFECT
7372	COMPUTER PROGRAMMING
7375	INFORMATION RETRIEVAL
7379	COMPUTER MAINTENANCE
7393	SECURITY SERVICE
7395	PHOTO FINISHING
7523	PARKING LOT GARAGE
7531	AUTO BODY REPAIR
7534	TIRE REPAIR
7535	AUTO PAINT SHOP

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**AMERICAN EXPRESS SERVICE & PROFESSIONAL SERVICES INDUSTRY ELIGIBLE MCCs**

MCC	MCC DESCRIPTOR
7538	AUTO SERVICE
7542	CAR WASH
7549	TOWING SERVICE
7623	AC REFRIG REPAIR
7629	APPLIANCE REPAIR
7641	FURNITURE REPAIR
7699	MISC REPAIR SHOP
7832	MOVIE THEATER
7911	DANCE HALL SCHOOL
7922	TICKET AGENCY
7929	MISC ENTERTAINER
7932	BILLIARD POOL
7933	BOWLING ALLEY

MCC	MCC DESCRIPTOR
7991	TOURIST ATTRACTION
7992	PUBLIC GOLF COURSE
7993	VIDEO GAME SUPPLY
7994	VIDEO GAME ARCADE
7997	MEMBERSHIP CLUB
7998	AQUARIUM
8111	LEGAL SERVICE
8641	CIVIC SOCIAL ASSOC
8651	POLITICAL ORG
8675	AUTOMOBILE ASSOC
8699	MEMBERSHIP ORGS

<sup>1</sup> DocuSign Envelope ID: A7185906-95C2-4BFD-A97F-0BC610F864FF

**AMERICAN EXPRESS BUSINESS TO BUSINESS / WHOLESALE ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
0780	LANDSCAPE HORTICULTURE
1799	MISC CONTRACTOR
2791	TYPESETTING SERVICE
4215	COURIER SERVICE
5039	CONSTRUCTION MATERIAL
5045	COMPUTERS EQUIPMENT
5046	COMMERCIAL EQUIPMENT
5047	MEDICAL EQUIPMENT
5051	METAL SERVICE CENTER
5065	ELECTRICAL EQUIPMENT
5085	INDUSTRIAL SUPPLY
5094	JEWELRY WATCHES
5099	DURABLE GOODS
5111	OFFICE SUPPLIES

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
5122	DRUGS
5131	FABRICS
5137	COMMERCIAL CLOTHING
5139	COMMERCIAL FOOTWEAR
5169	CHEMICALS
5193	FLORISTS' SUPPLIES
5198	PAINTS VARNISHES
5199	NON-DURABLE GOODS
6300	INSURANCE SALES
7311	ADVERTISING SERVICE
7333	COMMERCIAL PHOTO ART
7338	COPY REPRODUCTION
7339	SECRETARIAL SUPPORT
7349	CLEANING JANITORIAL

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**AMERICAN EXPRESS BUSINESS TO BUSINESS / WHOLESALE ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
7361	EMPLOYMENT AGENCY
7392	MGMT CONSULTING PR
7394	EQUIPMENT RENTALS
7399	BUSINESS SERVICES
7622	ELECTRONICS REPAIR
7692	WELDING SERVICES
7829	VIDEO PRODUCTION

<b>MCC</b>	<b>MCC DESCRIPTOR</b>
7941	COMMERCIAL SPORTS
8734	TESTING LABORATORY
8911	ARCHITECT ENGINEER
8931	ACCOUNTING AUDITING
8999	PROFESSIONAL SERVICES



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**AMERICAN EXPRESS OTHER ELIGIBLE MCCs**

<b>MCC</b>	<b>MCC DESCRIPTOR</b>	<b>MCC</b>	<b>MCC DESCRIPTOR</b>
4121	TAXICAB LIMOUSINE	8220	COLLEGE UNIVERSITY
4131	BUS LINE	8241	CORRESPONDENCE SCHOOL
4582	AIRPORT TERMINAL	8244	SECRETARIAL SCHOOL
4784	TOLL BRIDGE FEE	8249	TRADE VOCATION SCHOOL
4789	MISC TRANSPORTATION	8299	EDUCATIONAL SERVICE
4812	TELECOM EQUIPMENT	8351	CHILD CARE SERVICES
4816	COMPUTER NETWORK INFO	8398	CHARITABLE ORG
4899	CABLE PAY TV	8661	RELIGIOUS ORG
5541	GAS STATION	9211	COURT COSTS
5542	AUTO FUEL DISPENSER	9222	FINES
7032	RECREATION CAMP	9311	TAX PAYMENTS
8211	SCHOOL	9399	GOVERNMENT SERVICES

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This document is part of the Application, as defined and further described in the Program Guide. Capitalized terms not defined in this document are defined in the Program Guide.

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**PIN DEBIT INTERCHANGE AND SWITCH FEES  
APRIL 2014**

The fees in this table (or as more recently published by the Debit Networks) will be passed on to you and charged in addition to the processing fees paid to us and identified on your Fee Schedule. The amount charged for Interchange, which is paid to the banks that issued the Debit Cards, will be the lesser of (a) the face amount of the transaction multiplied by the percentage rate reflected in the Interchange Fee column plus any fix transaction amount, and (b) the Cap, if a Cap is set. Switch fees, which are paid to the PIN Debit Network, will be charged to addition to the Interchange Fee and the debit processing fee.

<b>PIN Debit Interchange Network</b>	<b>Interchange Level / Industry</b>	<b>Interchange Fees</b>	<b>Cap on Interchange</b>	<b>Network Security Fee<sup>3</sup></b>	<b>Switch Fee</b>	<b>Annual Merchant Location Fee</b>
<b>ACCEL</b>	QSR (MCC 5814)	0.95% OF GROSS TRANS AMT + \$0.15	(NONE)	(NONE)	\$0.04	(NONE)
	SUPERMARKET (MCC 5411, 5300)	\$0.25	(NONE)	(NONE)	\$0.04	(NONE)
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.10	\$0.95	(NONE)	\$0.04	(NONE)
	RETAIL (ALL OTHER MCCS)	0.85% OF GROSS TRANS AMT + \$0.10	(NONE)	(NONE)	\$0.04	(NONE)
	REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	(NONE)	\$0.04	(NONE)
<b>ACCEL ADVANTAGE</b>	QSR (MCC 5814)	1.20% OF GROSS TRANS AMT + \$0.185	(NONE)	(NONE)	\$0.04	(NONE)
	SUPERMARKET (MCC 5411, 5300)	\$0.355	(NONE)	(NONE)	\$0.04	(NONE)
	PETROLEUM (MCC 5541, 5542)	0.85% OF GROSS TRANS AMT + \$0.175	(NONE)	(NONE)	\$0.04	(NONE)
	RETAIL (ALL OTHER MCCS)	0.90% OF GROSS TRANS AMT + \$0.225	(NONE)	(NONE)	\$0.04	(NONE)
	REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	(NONE)	\$0.04	(NONE)

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
<b>AFFN</b>	QSR (MCC 5814)	1.25% OF GROSS TRANS AMT + \$0.125	\$0.45	(NONE)	\$0.035	(NONE)
	SUPERMARKET (MCC 5411, 5300) REGULATED AND UNREGULATED	\$0.20	(NONE)	(NONE)	\$0.035	(NONE)
	NATIONAL/MAJOR MERCHANTS (MCC 5331, 5541, 5912, 9399, 5310, 5499, 5542, 7511, 9402)	0.60% OF GROSS TRANS AMT + \$0.10	\$0.50	(NONE)	\$0.035	(NONE)
	RETAIL (ALL OTHER MCCS)	0.75% OF GROSS TRANS AMT + \$0.15	\$0.80	(NONE)	\$0.035	(NONE)
	REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup>	(NONE)	(NONE)	\$0.035	(NONE)
<b>ALASKA OPTION</b>	SUPERMARKET (MCC 5411, 5300) (NO REGULATED CARD ISSUERS)	\$0.14	(NONE)	(NONE)	\$0.08	(NONE)
	PETROLEUM (MCC 5541, 5542, 5172, 7538) (NO REGULATED CARD ISSUERS)	\$0.23	(NONE)	(NONE)	\$0.08	(NONE)
	RETAIL (ALL OTHER MCCS) (NO REGULATED CARD ISSUERS)	\$0.23	(NONE)	(NONE)	\$0.08	(NONE)
<b>CREDIT UNION 24 (CU24)</b>	QSR (5814, 5812)	1.25% OF GROSS TRANS AMT + \$0.06	(NONE)	(NONE)	\$0.03	(NONE)
	SUPERMARKET (5411, 5300)	\$0.275	(NONE)	(NONE)	\$0.03	(NONE)
	PETROLEUM (5541, 5542, 7511)	0.80% OF GROSS TRANS AMT + \$0.13	(NONE)	(NONE)	\$0.03	(NONE)
	RETAIL (ALL OTHER MCCS)	0.75% OF GROSS TRANS AMT + \$0.165	(NONE)	(NONE)	\$0.03	(NONE)
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21	(NONE)	(NONE)	\$0.03	(NONE)

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
<b>INTERLINK® (INCLUDING PAVD)</b>	SUPERMARKET (MCC 5411)	\$0.30 (INCLUDING CASH BACK)	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.15	\$0.95	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	RETAIL (ALL OTHER MCCS)	0.80% OF GROSS TRANS AMT + \$0.15	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup>	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	TRAVEL SERVICE (MCC 3000 TO 3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011 & 7512)	1.19% + \$0.10 (INCLUDING CASH BACK)	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	BUSINESS DEBIT	1.70% + \$0.10	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
<b>INTERLINK® PREPAID (INCLUDING PAVD)</b>	SUPERMARKET (MCC 5411)	1.15% OF GROSS TRANS AMT + \$0.15	\$0.35	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	PETROLEUM (MCC 5541, 5542)	1.15% OF GROSS TRANS AMT + \$0.15	\$0.95	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	RETAIL (ALL OTHER MCCS)	1.15% OF GROSS TRANS AMT + \$0.15	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
<b>INTERLINK<sup>4</sup> PREPAID (INCLUDING PAYD)</b>	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	TRAVEL SERVICE (MCC 3000 TO 3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011 & 7512)	1.15% OF GROSS TRANS AMT + \$0.15 (INCLUDING CASH BACK)	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
	COMMERCIAL PREPAID	2.15% + \$0.10	(NONE)	(NONE)	0.08% + \$0.0225 (MAX. \$0.035)	(NONE)
<b>JEANIE</b>	QSR (MCC 5814)	1.55% OF GROSS TRANS AMT + \$0.04 (INCLUDING CASH BACK)	(NONE)	(NONE)	\$0.035	\$6.00
	SUPERMARKET (MCC 5411, 5300)	\$0.26	(NONE)	(NONE)	\$0.055	\$6.00
	RETAIL (ALL OTHER MCCS)	0.75% OF GROSS TRANS AMT + \$0.14 (INCLUDING CASH BACK)	(NONE)	(NONE)	\$0.055	\$6.00
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.10 (INCLUDING CASH BACK)	\$0.95	(NONE)	\$0.055	\$6.00
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup> (INCLUDING CASH BACK)	(NONE)	(NONE)	\$0.055	\$6.00
<b>JEANIE PREFERRED</b> continued next page	QSR (MCC 5814)	1.55% OF GROSS TRANS AMT + \$0.04 (INCLUDING CASH BACK)	(NONE)	(NONE)	\$0.035	\$6.00
	SUPERMARKET (MCC 5411, 5300)	\$0.36	(NONE)	(NONE)	\$0.055	\$6.00

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
<b>JEANIE PREFERRED</b>	RETAIL (ALL OTHER MCCS)	0.80% OF GROSS TRANS AMT + \$0.20 (INCLUDING CASH BACK)	(NONE)	(NONE)	\$0.055	\$6.00
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.10 (INCLUDING CASH BACK)	\$0.95	(NONE)	\$0.055	\$6.00
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup> (INCLUDING CASH BACK)	(NONE)	(NONE)	\$0.055	\$6.00
<b>MAESTRO'</b>	QSR (MCC 5499, 5541, 5542, 5814, 7832)	0.75% OF GROSS TRANS AMT + \$0.17	\$0.95	(NONE)	\$0.025	(NONE)
	SUPERMARKET/WAREHOUSE (MCC 5411, 5300)	1.05% OF GROSS TRANS AMT + \$0.15	\$0.35	(NONE)	\$0.025	(NONE)
	RETAIL (ALL OTHER MCCS)	0.90% OF GROSS TRANS AMT + \$0.15	(NONE)	(NONE)	\$0.025	(NONE)
	CROSS BORDER <sup>3</sup>	0.65% (INCLUDING CASH BACK)	(NONE)	(NONE)	\$0.025	(NONE)
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup>	(NONE)	(NONE)	\$0.025	(NONE)
<b>NETS</b>	QSR (MCC 5814)	1.00% OF GROSS TRANS AMT + \$0.05	\$0.20	(NONE)	\$0.04	(NONE)
	SUPERMARKET (MCC 5411, 5300)	\$0.25	(NONE)	(NONE)	\$0.04	(NONE)
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.11	\$0.95	(NONE)	\$0.04	(NONE)
	RETAIL (ALL OTHER MCCS)	0.85% OF GROSS TRANS AMT + \$0.13	(NONE)	(NONE)	\$0.04	(NONE)
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup>	(NONE)	(NONE)	\$0.02	(NONE)
<b>NYCE</b> continued next page	QSR (MCC 5814)	1.30% OF GROSS TRANS AMT + \$0.03	(NONE)	\$0.005	\$0.0425	(NONE)
	SUPERMARKET (MCC 5300, 5411)	\$0.24	(NONE)	\$0.005	\$0.0425	(NONE)

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
<b>NYCE</b>	PETROLEUM (MCC 5541, 5542)	0.70% OF GROSS TRANS AMT + \$0.12	MAX \$0.85	\$0.005	\$0.0425	(NONE)
	SMALL TICKET (MCC 5310)	1.30% OF GROSS TRANS AMT + \$0.03	(NONE)	\$0.005	\$0.0425	(NONE)
	RETAIL	0.75% OF GROSS TRANS AMT + \$0.12	(NONE)	\$0.005	\$0.0425	(NONE)
	REGULATED TRANSACTIONS < \$15.00	1.00% + \$0.025	(NONE)	\$0.005	\$0.0425	(NONE)
	REGULATED TRANSACTIONS > OR = \$15.00	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	\$0.005	\$0.0425	(NONE)
<b>NYCE PREMIER ISSUER</b>	QSR (MCC 5814)	1.30% OF GROSS TRANS AMT + \$0.03	(NONE)	\$0.005	\$0.0425	(NONE)
	SUPERMARKET (MCC 5300, 5411)	\$0.29	(NONE)	\$0.005	\$0.0425	(NONE)
	PETROLEUM (MCC 5541, 5542)	0.75% OF GROSS TRANS AMT + \$0.15	MAX \$0.90	\$0.005	\$0.0425	(NONE)
	RETAIL (ALL OTHER MCCS)	0.80% OF GROSS TRANS AMT + \$0.13	(NONE)	\$0.005	\$0.0425	(NONE)
	SMALL TICKET (MCC 5310)	1.30% OF GROSS TRANS AMT + \$0.03	(NONE)	\$0.005	\$0.0425	(NONE)
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	\$0.005	\$0.0425	(NONE)
<b>PULSE PAY</b>	SUPERMARKET (MCC 5411)	\$0.30	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.15	\$0.95	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	RETAIL	0.80% OF GROSS TRANS AMT + \$0.15	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
<b>PULSE PAY</b>	SMALL TICKET	1.55% OF GROSS TRANS AMT + \$0.04	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
<b>PULSE PAY CHOICE</b>	SUPERMARKET (MCC 5411)	\$0.30	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.15	\$0.95	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	RETAIL	0.80% OF GROSS TRANS AMT + \$0.15	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	SMALL TICKET	1.55% OF GROSS TRANS AMT + \$0.04	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
<b>PULSE PAY LIMITED</b>	SUPERMARKET (MCC 5411)	1.15% OF GROSS TRANS AMT + \$0.15	\$0.35	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	PETROLEUM (MCC 5541, 5542)	1.15% OF GROSS TRANS AMT + \$0.15	\$0.95	\$0.005	0.08% + \$0.057 CAP \$0.07	\$9.00
	RETAIL	1.15% OF GROSS TRANS AMT + \$0.15	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
	SMALL TICKET	1.60% OF GROSS TRANS AMT + \$0.05	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup>	(NONE)	\$0.005	0.08% + \$0.0575 CAP \$0.07	\$9.00
<b>SHAZAM</b>	QSR (MCC 5814)	1.25% OF GROSS TRANS AMT + \$0.05	(NONE)	(NONE)	\$0.065	(NONE)
	SUPERMARKET (MCC 5411, 5300)	0.90% OF GROSS TRANS AMT + \$0.16	\$0.35	(NONE)	\$0.065	(NONE)
	PETROLEUM (MCC 5541, 5542)	0.80% OF GROSS TRANS AMT + \$0.13	(NONE)	(NONE)	\$0.065	(NONE)
	RETAIL (ALL OTHER MCCS)	0.85% OF GROSS TRANS AMT + \$0.16	(NONE)	(NONE)	\$0.065	(NONE)
	SMALL TICKET (MCCS 4111, 7523, 5994, 7211, 7338, 7542, 7832, 7841, 5499)	1.25% OF GROSS TRANS AMT + \$0.05	(NONE)	(NONE)	\$0.065	(NONE)
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup>	(NONE)	(NONE)	\$0.065	(NONE)
<b>STAR</b>	QSR (MCC 5814)	1.15% OF GROSS TRANS AMT + \$0.08 (INCLUDING CASH BACK)	(NONE)	\$0.01	\$0.0325	\$6.00
	SUPERMARKET (MCC 5411, 5300)	0.60% of TRANS AMT + \$0.22 (INCLUDING CASH BACK)	\$0.33	\$0.01	\$0.0325	\$6.00
	PETROLEUM (MCC 5541, 5542)	0.85% OF TRAN AMT + \$0.17 (INCLUDING CASH BACK)	(NONE)	\$0.01	\$0.0325	\$6.00
	RETAIL (ALL OTHER MCCS)	0.90% OF GROSS TRANS AMT + \$0.195 (INCLUDING CASH BACK)	(NONE)	\$0.01	\$0.0325	\$6.00

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
<b>STAR</b>	SMALL TICKET (MCC 4111, 7523, 5994, 7211, 7338, 7542, 7832, 7841, 5499)	TRANS AMT < OR = \$10 1.25% + \$0.15 TRANS AMT > \$10.01 0.80% OF GROSS TRANS AMT + \$0.185	(NONE)	\$0.01	\$0.0325	\$6.00
	MEDICAL RETAILERS (MCC 8011, 8062, 8099, 5912)	TRANS AMT < OR = \$15 1.20% + \$0.20 TRANS AMOUNT > \$15.01 0.80% OF GROSS TRANS AMT + \$0.185	(NONE)	\$0.01	\$0.0325	\$6.00
	HEALTHCARE <sup>6</sup>	1.10% + \$0.14	(NONE)	\$0.01	\$0.0325	\$6.00
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>3</sup>	(NONE)	\$0.01	\$0.0325	\$6.00
<b>STAR PREFERRED</b>	QSR (MCC 5814)	1.15% OF GROSS TRANS AMT + \$0.105 (INCLUDING CASH BACK)	(NONE)	\$0.01	\$0.0325	\$6.00
	SUPERMARKET (MCC 5411, 5300)	0.60% of TRANS AMT + \$0.25 (INCLUDING CASH BACK)	\$0.40	\$0.01	\$0.0325	\$6.00
	PETROLEUM (MCC 5541, 5442)	0.85% OF TRANS AMT + \$0.205 (INCLUDING CASH BACK)	(NONE)	\$0.01	\$0.0325	\$6.00
	RETAIL (ALL OTHER MCCS)	0.90% OF GROSS TRANS AMT + \$0.25 (INCLUDING CASH BACK)	(NONE)	\$0.01	\$0.0325	\$6.00

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Interchange Network	Interchange Level / Industry	Interchange Fees	Cap on Interchange	Network Security Fee <sup>3</sup>	Switch Fee	Annual Merchant Location Fee
STAR PREFERRED	SMALL TICKET (MCC 4111, 7523, 5994, 7211, 7338, 7542, 7832, 7841, 5499)	TRANS AMOUNT < OR = \$10 1.25% OF TRANS AMT + \$0.225 (INCLUDING CASH BACK) TRANS AMOUNT > \$10.01 0.80% OF GROSS TRANS AMT + \$0.26	(NONE)	\$0.01	\$0.0325	\$6.00
	HEALTHCARE <sup>6</sup>	1.10% + \$0.14	(NONE)	\$0.01	\$0.0325	\$6.00
	ALL REGULATED TRANSACTIONS	0.05% + \$0.21 + \$0.01 <sup>1</sup>	(NONE)	\$0.01	\$0.0325	\$6.00
	MEDICAL RETAILERS (MCC 8011, 8062, 8099, 5912)	TRANS AMT < OR = \$15 1.20% + \$0.275 TRANS AMOUNT > \$15.01 0.80% OF GROSS TRANS AMT + \$0.26	(NONE)	\$0.01	\$0.0325	\$6.00

<sup>1</sup> Maestro Global Acquirer Program fee of 0.85% applies to transactions processed by a U.S. Merchant against a card issued outside of the U.S. Region. The fee is applied to the gross transaction amount including cash back.

<sup>1</sup> Maestro Cross Border Assessment fee of 0.40% applies to transactions processed against a card issued outside of the U.S. Region. The fee is applied to the gross transaction amount including cash back.

<sup>2</sup> Network Security Fee applies to authorized PIN debit transactions; merchant authorized payments, pre-authorizations, balance inquiries, customer credits, denials and incomplete transactions.

<sup>3</sup> For Regulated transactions, the \$0.01 Fraud Adjustment amount is only billed when the Issuer registers with the Network to collect this adjustment.

<sup>4</sup> Interlink International Service Assessment fee of 0.40% applies to transactions processed against a card issued outside of the U.S. Region. The fee is applied to the gross transaction amount including cash back.

<sup>4</sup> Interlink International Acquirer Fee of 0.45% applies to non high risk transactions processed by a U.S. Merchant against a card issued outside of the U.S. Region. A fee of 0.90% applies to high risk transactions with an MCC of 5962, 5966, and 5967. The fee is applied to the gross transaction amount including cash back.

<sup>5</sup> Maestro Cross Border Interchange applies to Regulated US issuer - Non US Merchant, Unregulated US Issuer - Non US Merchant, and Foreign Issuer - US Merchant.

<sup>6</sup> The Star Healthcare Interchange is applicable to Star Prepaid Healthcare cards accepted by eligible merchants (i.e. doctor's office, vision centers), IIAS, or 90% registered merchants.

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Table 1A: High Volume MCC Merchants – Card Present

(Applies to Table 1A MCCs)

The monthly Network Fee Billing amount is determined by the number of merchant locations actively accepting Visa transactions per Taxpayer ID, per Month.

Tiers	No. of locations by MID	Price per Location per Merchant
1-3	1-3	\$2.90
4-6	4-10	\$4.00
7-8	11-50	\$5.00
9	51-100	\$8.00
10	101-150	\$12.00
11	151-200	\$18.00
12	201-250	\$25.00
13	251-500	\$35.00
14	501-1,000	\$45.00
15	1,001-1,500	\$55.00
16	1,501-2,000	\$65.00
17	2,001-4,000	\$75.00
18	> 4,000	\$85.00 (cap of 4,001 max billable locations)

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Table 1B: All Other MCC Merchants – Card Present

(MCC 5814 Excluded)

The monthly Network Fee Billing amount is determined by the number of merchant locations actively accepting Visa transactions per Taxpayer ID, per Month.

Tiers	No. of locations by MID	Price per Location per Merchant
1-3	1-3	\$2.00
4-6	4-10	\$2.90
7-8	11-50	\$4.00
9	51-100	\$6.00
10	101-150	\$8.00
11	151-200	\$10.00
12	201-250	\$14.00
13	251-500	\$24.00
14	501-1,000	\$32.00
15	1,001-1,500	\$40.00
16	1,501-2,000	\$50.00
17	2,001-4,000	\$60.00
18	> 4,000	\$65.00 (cap of 4,001 max billable locations)

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MCC	MCC Descriptor
3000-3299, 4511	AIRLINES
3300-3499, 7512	AUTO RENTAL
3500-3999, 7011	LODGING
4411	STEAMSHIP/CRUISE LINES
4829	WIRE TRANSFER MONEY ORDER
5200	HOME SUPPLY WAREHOUSE STORES
5300	WHOLESALE CLUBS
5309	DUTY FREE STORES
5310	DISCOUNT STORES
5311	DEPARTMENT STORES
5411	GROCERY STORES AND SUPERMARKETS
5511	CAR AND TRUCK DEALERS/ NEW / USED
5532	AUTOMOTIVE TIRE STORES
5541	SERVICE STATIONS
5542	AUTOMATED FUEL DISPENSERS
5651	FAMILY CLOTHING STORES
5655	SPORTS / RIDING APPAREL STORES
5712	FURNITURE / EQUIPMENT STORES
5732	ELECTRONIC STORES
5912	DRUGSTORES AND PHARMACIES
5943	STATIONARY STORES
7012	TIMESHARES
7832	MOTION PICTURE THEATERS

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<sup>1</sup>MCC must have 50% or more in monthly card present volume

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**Table 2: Fast Food (MCC 5814), Card Not Present (MOTO/ECI:1-9), Merchant Aggregators**  
 The Network Fee Billing amount is based on monthly gross sales volume actively accepting Visa transactions per Taxpayer ID, per Month.

Tier	Monthly Gross Sales Volume	Fee per Month
1	<\$50	\$2.00
2	\$50 -\$199	\$2.90
3	\$200 -\$999	\$5.00
4	\$1,000 -\$3,999	\$7.00
5	\$4,000 -\$7,999	\$9.00
6	\$8,000 -\$39,999	\$15.00
7	\$40,000 -\$199,999	\$45.00
8	\$200,000 -\$799,999	\$120.00
9	\$800,000 -\$1,999,999	\$350.00
10	\$2,000,000 -\$3,999,999	\$700.00
11	\$4,000,000 -\$7,999,999	\$1,500.00
12	\$8,000,000 -\$19,999,999	\$3,500.00
13	\$20,000,000 -\$39,999,999	\$7,000.00
14	\$40,000,000 -\$79,999,999	\$15,000.00
15	\$80,000,000 -\$399,999,999	\$30,000.00
16	≥ \$400,000,000	\$40,000.00

Confidential and Proprietary to First Data.  
 The above referenced billing tables are provided as a courtesy. Information is subject to change.

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**Your Credit Card and Non-PIN Debit Card Transactions**

A significant amount of the Qualified Discount Rates that we charge you for processing your Credit Card and Non-PIN Debit Card transactions represents charges that we must pay to the Issuing Banks (or that are otherwise charged to us by MasterCard®, Visa®, and Discover® Network), under MasterCard, Visa, and Discover® Network (the “Associations”) rules. This amount, called “Interchange,” varies based upon a complex series of interchange levels that may apply to the transaction depending upon a number of factors – such as the type of card presented, specific information contained in the transaction, how and when the transaction is processed, your industry, and other factors. The **Qualified Discount Rates** for MasterCard, Visa, and Discover® Network as shown on your fee schedule are based on the assumption that your Credit Card and Non-PIN Debit Card transactions will qualify for the following interchange levels (your “**Anticipated Interchange Levels**”):

- MasterCard: Merit 1 (Merit 1 E-Commerce)**
- Visa: CPS Card Not Present**
- Discover® Network: PSL Card Not Present/E-commerce**

In order to qualify for your Anticipated Interchange Levels, you must satisfy certain qualification criteria established by MasterCard, Visa, and Discover® Network.

You may need special equipment, services or set-up to meet the requirements of your Anticipated Interchange Levels. Note that in some cases, transactions will downgrade to a more costly interchange level solely as a result of the type of card that is presented. For example, commercial cards will generally downgrade from most interchange categories. Also note that MasterCard, Visa, and Discover® Network regularly add new Interchange programs, and change the rates and/or criteria of these programs.

**Non-Qualifying Transactions and Fees**

Each interchange level has an associated interchange fee that is established by MasterCard, Visa, or Discover® Network. If a transaction does not satisfy all the qualification criteria for your Anticipated Interchange Level, then MasterCard, Visa, or Discover® Network will not process the transaction at the Anticipated Interchange Level. Instead, MasterCard, Visa, or Discover® Network will downgrade the transaction and process it at a more costly interchange level for which it does qualify. This type of transaction is often referred to as a “Non-Qualified Transaction.” We must pay the Issuing Bank any additional interchange costs associated with such Non-Qualifying Transaction, and those additional interchange costs will be passed on to you.

For processing each **Non-Qualified Transaction**, you will be assessed the Qualified Discount Rate and an additional fee. The additional fee is made up of two components:

- (1) the **Non-Qualified Interchange Fee**, which is the difference between the interchange fee associated with the Anticipated Interchange Level and the interchange fee associated with the interchange level at which the transaction actually was processed; **plus**
- (2) the **Non-Qualified Surcharge** – a surcharge fee, the amount of which is set forth on your fee schedule. (For Non-T&E merchants, the Non-Qualified Surcharge will not be charged when a transaction becomes non-qualified solely on having accepted the card types of Visa Rewards and/or MasterCard World Card, when all the qualifying criteria for your Anticipated Interchange Levels are otherwise met.)

**Non-Qualified Interchange Fee Schedule**

The schedule below shows the amount of the **Non-Qualified Interchange Fee** that will be assessed for each Non-Qualifying Transaction (in addition to the **Non-Qualified Surcharge**). The amount of the Non-Qualified Interchange Fee will depend on the type of transaction and the interchange level at which the transaction is ultimately processed. A description of the current interchange categories and their requirements is being provided to you along with this schedule (see the **Interchange Qualification Matrix**).

The amount shown under “Rate” is multiplied by the amount of the transaction; the amount shown under “Per Item” is charged per transaction. Both amounts are additional interchange costs. Note that in some cases, either the rate or the per item charge will be negative for a given type of downgrade. Where this occurs, a downgrade will only be charged if the size of the transaction results in an interchange cost that is higher than the Anticipated Interchange.

The primary criteria for your Anticipated Interchange Levels are shown below:

**Visa**

- Applicable Electronic Authorization Data must be included within Settlement Record
- Settlement within 1 day of transaction
- Transaction date can only be 7 days from the Authorization date
- Authorization & Settlement amounts must match
- AVS request in authorization
- Merchant Order # in Settlement
- Valid Card Not Present or E-Commerce indicator
- Customer Service Phone # in the Settlement

**MasterCard**

- Applicable Electronic Authorization Data must be included and match Settlement Data
- Settlement within 2 days of transaction
- MOTO and E-Commerce transactions require valid indicators
- 10% Authorization to transaction tolerance amount (25% Barbers/Beauty Salons)
- MOTO and E-Commerce transactions are exempt from the transaction amount tolerance

**Discover® Network**

Card Not Present /E-Commerce Acquirer Interchange Program is for Consumer Card Sales that occur in a Card Not Present environment.

Card Present Sales are ineligible for this Acquirer Interchange Program.

The Card Sale must meet the following requirements:

- Card Sale must have received an approved Authorization Response
- Acquirer Interchange Program Code must be included in Sales Data for the Card Sale
- Merchant Category Code on the Authorization Request and Sales Data are not eligible for the following groups:
  - 3351–3441, 3501–3799, 7011, 7012, 7512, 7513, 7519 (Hotels/Car Rentals)
  - 3000–3299, 4112, 4511 (Passenger Transport)
  - 9211, 9222, 9223, 9311, 9399 (Public Services)
  - 4899, 4900, 6300, 8211, 8220, 8299 (Emerging Markets)
  - 4829, 6050, 6051, 7995 (Quasi Cash)
  - 5962, 5966, 5967 (High Risk)

- The POS Entry Mode must be:
  - 01–Manual (key-entered)
  - 07–Electronic commerce
- POS Card presence indicator on the Authorization Request, as described in the Technical Specifications, must be Card Not Present
- Address Verification Service request must be submitted at time of the Authorization Request
- The Processing Date of Sales Data for the Card Sale must be within two (2) Banking Days of the Card Sale date indicated in the Sales Data

Card Sales that fail to meet the requirements for this Acquirer Interchange Program may be eligible for another Prime Submission Level Program and may be reclassified to that program.

If the Card Sale fails to meet the requirements for another Prime Submission Level Program, the Card Sale may be reclassified to the Mid Submission Level Program.

If the Card Sale fails to meet the requirements for the Mid Submission Level Program, the Card Sale may be reclassified to the Base Submission Level Program.



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## Non-Qualified Fee Schedule – Visa Card Not Present / MasterCard Merit I (A) (Includes Visa E-Commerce Basic & MasterCard E-Commerce) / Discover® Network CNP – E-Commerce

(Excludes AFD and Passenger Transportation)

Refer to the Interchange Qualification Matrix for Clearing Requirements

MasterCard, Visa, and Discover® Network levels and rates are not all inclusive. The most common clearing levels for this pricing type are listed below.  
For a complete list, call the number on your merchant statement.

PC	Visa Credit (Card Not Present)	Rate	Per Item
17	Domestic Standard - All Other	0.90%	\$0.00
51	CPS/Rewards 2	0.15%	\$0.00
80	EIRF Non CPS- All Other	0.50%	\$0.00
109	Business Card Standard	1.15%	\$0.10
110	Signature Card Standard	0.90%	\$0.00
113	Corporate Card Non T&E Electronic	0.95%	\$0.00
114	Signature Card Electronic	0.50%	\$0.00
118	Purchase Large Ticket	-0.35%	\$34.90
120	GSA Large Ticket	-0.60%	\$38.90
171	Corporate Card Level 2	0.25%	\$0.00
222	Interregional Premium Card Canada Issued (US)	0.45%	-\$0.10
230	Business Card - Business-to-Business	0.30%	\$0.00
231	Business Card - Card Not Present	0.45%	\$0.00
232	Business Card - Retail	0.40%	\$0.00
233	Corporate Card - Business-to-Business	0.30%	\$0.00
234	Corporate Card - Card Not Present	0.40%	\$0.00
235	Corporate Card - Retail	0.30%	\$0.00
236	Purchase Card - Business-to-Business	0.60%	\$0.00
237	Purchase Card - Card Not Present	0.85%	\$0.00
238	Purchase Card - Retail	0.60%	\$0.00
239	Purchase Card - Electronic with L3 Data	0.95%	\$0.00
A77	New Consumer Credit Electronic	0.60%	\$0.00
A78	New Consumer Credit Standard	1.15%	\$0.00
A79	New Consumer Credit - Card Not Present	0.60%	\$0.00
A80	New Consumer Credit - Retail	0.30%	\$0.00
A81	New Consumer Credit - B2B	0.30%	\$0.00
55	Interreg Bus/Sig.Bus/Corp/Purch/Distribution (US)	0.65%	-\$0.10
67	Interregional Secure E-Comm (Includes Secure E-Comm Electron) (US)	0.09%	-\$0.10
68	Interregional E-Comm Merchant (Includes E-Comm Electron) (US)	0.09%	-\$0.10
69	Interreg Standard (Includes Std Electron)(US)	0.25%	-\$0.10
246	Signature Preferred - Business-to-Business	0.30%	\$0.00
247	Signature Preferred - Card Not Present	0.60%	\$0.00
248	Signature Preferred - Retail	0.30%	\$0.00
249	Signature Preferred - Electronic	0.60%	\$0.00
250	Signature Preferred - Standard	1.15%	\$0.00
240	Business Card T&E Electronic	0.60%	\$0.00
391	Interregional Super Premium (AP Issued)	0.62%	-\$0.10
578	Business Enhanced card-Card Not Present	0.65%	\$0.05
579	Business Enhanced card-Retail	0.50%	\$0.00
580	Business Enhanced card-Business to Business	0.45%	\$0.00
582	Business Enhanced card-Standard	1.15%	\$0.10
586	Signature Business card-Business to Business	0.60%	\$0.00
587	Signature Business card - Card not Present	0.80%	\$0.10
588	Signature Business card-Retail	0.60%	\$0.00
A01	Large Purchase Advantage 1	-1.10%	\$49.40
A02	Large Purchase Advantage 2	-1.20%	\$52.40
A03	Large Purchase Advantage 3	-1.30%	\$55.40
A04	Large Purchase Advantage 4	-1.40%	\$58.40
A25	Purchasing Card-Non-travel Service Level 3 (STP)	0.15%	\$0.00
A26	Purchasing Card-Non-Electronic with Data (STP)	0.95%	\$0.00

PC	Visa Non-PIN Debit* and Prepaid (Card Not Present)	Rate	Per Item
617	Standard Debit - All Other	0.25%	\$0.10
680	EIRF Non CPS Debit - All Other	0.10%	\$0.05
N14	Purchase Card Standard Non CPS (DB)	1.30%	-\$0.05
N15	Business Card Standard Non CPS (DB)	1.30%	-\$0.05
N16	Signature Card Standard Non CPS (DB/PP)	1.05%	-\$0.05
N17	Corp Card Non T&E Electronic Non CPS (DB)	1.10%	-\$0.05
N18	Corp Card Standard Non CPS (DB)	1.30%	-\$0.05
N19	Purch Electronic Level 3 Non CPS (DB)	1.10%	-\$0.05
N21	Purch Non T&E Electronic Non CPS (DB)	1.10%	-\$0.05
N22	Corporate Card Electronic w/Data Non CPS (DB)	1.10%	-\$0.05
N31	Business Card Card Not Present (DB)	0.80%	-\$0.05
P80	EIRF Non CPS All Other (PP)	0.15%	\$0.05
P01	Commercial Retail-Prepaid	0.50%	-\$0.05
P02	Commercial Card Not Present Prepaid	1.00%	-\$0.05
P03	Commercial Standard-Prepaid	1.30%	-\$0.05

PC	MasterCard Non-PIN Debit* and Prepaid (Merit I)	Rate	Per Item
603	Standard - DEBIT	0.30%	\$0.10
P11	Merit 1 Prepaid	0.16%	\$0.05
P81	Key Entered Prepaid	0.16%	\$0.05

PC	MasterCard Credit (Merit I)	Rate	Per Item
3	Standard	1.06%	\$0.00
6	Interregional Standard Plus (US Acquirer)	0.56%	-\$0.10
28	Convenience Purchases	0.01%	-\$0.10
63	World Card - Other	0.41%	\$0.00
87	E-Comm Merch UCAF (US Loc)	0.40%	-\$0.10
88	E-Comm Full UCAF (US Loc)	0.50%	-\$0.10
89	Merit I Electronic Commerce	0.00%	\$0.00
93	Interregional Standard Plus - Diners	0.56%	-\$0.10
94	World MC Standard	1.06%	\$0.00
95	World MC Merit 1	0.16%	\$0.00
96	World MC Key-Entered	0.16%	\$0.00
99	World MC Convenience Purchases	0.11%	-\$0.10
103	Commercial Standard - Bus	1.06%	\$0.00
108	Commercial Standard Corp Large Market	1.06%	\$0.00
111	Canada Intra Country Commercial	0.11%	-\$0.10
117	Commercial Standard Purch Large Market	1.06%	\$0.00
120	Commercial Face to Face Purch Large Market	0.61%	\$0.00
121	Commercial Data Rate I Purch Large Market	0.76%	\$0.00
122	Commercial Data Rate II Purch Large Market	0.61%	\$0.00
124	Business Level II Data Rate I	0.92%	\$0.00
125	Commercial T&E I Fleet Large Market	0.81%	-\$0.10
126	Commercial Large Ticket II Purch Large Market	-0.69%	\$59.90
128	Commercial Large Ticket III Purch Large Market	-0.74%	\$79.90
129	Commercial Lg Tkt / DR III Purch Large Market	-0.64%	\$39.90
130	Commercial T&E II Fleet Large Market	0.66%	\$0.00
133	Commercial T&E III Fleet Large Market	0.61%	\$0.00
141	Commercial Data Rate I Bus	0.92%	\$0.00
142	Commercial Data Rate II Bus	0.11%	\$0.00
144	Business Enhanced Value Data Rate II	0.27%	\$0.00
145	Commercial T&E I Bus	0.61%	-\$0.10
146	Commercial Large Ticket II Bus	-0.69%	\$39.90

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PC	MasterCard Credit (Merit I)	Rate	Per Item
148	Commercial Large Ticket III Bus	-0.69%	\$39.90
149	Commercial Large Ticket / DR III Bus	-0.69%	\$39.90
150	Commercial T&E II Bus	0.46%	\$0.00
151	Commercial T&E III Bus	0.41%	\$0.00
152	Commercial Data Rate II Interregional Purch	0.66%	-\$0.10
154	Commercial Large Ticket Interregional Purch	-0.14%	\$29.90
155	Business Level II Data Rate III	0.92%	-\$0.10
156	Commercial Purchasing Interregional Purch	0.66%	-\$0.00
157	Commercial Face to Face Corp Large Market	0.61%	\$0.00
158	Commercial Data Rate I Corp Large Market	0.76%	\$0.00
159	Commercial Data Rate II Corp Large Market	0.61%	\$0.00
162	Commercial T&E I Corp Large Market	0.81%	-\$0.10
163	Commercial Large Ticket II Corp Large Market	-0.69%	\$59.90
164	Commercial Large Ticket Interregional Fleet	-0.14%	\$29.90
165	Business Level II Large Ticket I	-0.53%	\$39.90
168	Commercial Large Ticket III Corp Large Market	-0.74%	\$79.90
169	Commercial Lg Tkt / DR III Corp Large Market	-0.64%	\$39.90
170	Commercial T&E II Corp Large Market	0.66%	\$0.00
171	Commercial T&E III Corp Large Market	0.61%	\$0.00
175	Business Level II Large Ticket II	-0.53%	\$39.90
176	Commercial Interregional Business	0.96%	-\$0.10
177	Business Level II Large Ticket III	-0.53%	\$39.90
180	World Petroleum Base	0.11%	-\$0.10
181	World Petroleum Base CAP	-1.89%	\$0.85
194	Commercial Face to Face Fleet at Non Fuel Large Market	0.61%	\$0.00
195	Commercial Data Rate II Fleet at Non Fuel Large Market	0.61%	\$0.00
200	World Elite Standard	1.36%	\$0.00
201	World Elite Merit I	0.61%	\$0.00
202	World Elite Key Entered	0.61%	\$0.00
203	World Elite Merit III	0.31%	\$0.00
217	World Elite T&E-Lodging	0.86%	\$0.00
218	World Elite Merchant UCAF	0.31%	\$0.00
219	World Elite Full UCAF	0.41%	\$0.00
221	World Elite - Auto Rental	0.86%	\$0.00
222	World Elite- Other	0.86%	\$0.00
225	World Elite T&E Large Ticket	0.11%	-\$0.10
227	Business Level II Standard	1.22%	\$0.00
228	World Commercial Standard Bus	1.22%	\$0.00
229	World Commercial Data Rate III Bus	0.02%	\$0.00
230	World Commercial Data Rate II Bus	0.27%	\$0.00
231	World Commercial Data Rate I Bus	0.92%	\$0.00
232	World Commercial T&E Rate II Bus	0.62%	\$0.00
233	World Commercial T&E Rate I Bus	0.77%	-\$0.10
234	World Commercial T&E Rate III Bus	0.57%	\$0.00
236	World Commercial Large Ticket II Bus	-0.53%	\$39.90
237	World Commercial Large Ticket III Bus	-0.53%	\$39.90
239	Business Level II T & E Rate I	0.77%	-\$0.10
240	World Elite Commercial Standard Bus	1.27%	\$0.00
241	World Elite Commercial Data Rate III Bus	0.07%	\$0.00
242	World Elite Commercial Data Rate II Bus	0.32%	\$0.00
243	World Elite Commercial Data Rate I Bus	0.97%	\$0.00
244	World Elite Commercial T&E Rate II Bus	0.67%	\$0.00
245	World Elite Commercial T&E Rate I Bus	0.82%	-\$0.10
246	World Elite Commercial T&E Rate III Bus	0.62%	\$0.00
248	World Elite Commercial Lrg Ticket II Bus	-0.48%	\$39.90
254	World Commercial Data Rate II Corp Large Market	0.61%	\$0.00
255	World Commercial Data Rate I Corp Large Market	0.76%	\$0.00
256	World Commercial T&E Rate II Corp Large Market	0.66%	\$0.00
257	World Commercial T&E Rate I Corp Large Market	0.81%	-\$0.10
258	World Commercial T&E Rate III Corp Large Market	0.61%	\$0.00
249	World Elite Commercial Large Ticket III Bus	-0.48%	\$39.90

PC	MasterCard Credit (Merit I)	Rate	Per Item
B01	Business Level 3 Data Rate I	0.97%	\$0.00
B02	Business Level 3 Data Rate II	0.32%	\$0.00
B03	Business Level 3 Data Rate III	0.07%	\$0.00
B04	Business Level 3 Face-to-face	0.32%	\$0.00
B11	Business Level 3 Standard	1.27%	\$0.00
251	Business Level II T & E Rate II	0.62%	\$0.00
252	World Commercial Standard Corp Large Market	1.06%	\$0.00
260	World Commercial Large Ticket II Corp Large Market	-0.69%	\$59.90
261	World Commercial Large Ticket III Corp Large Market	-0.74%	\$79.90
263	Business Level II T & E Rate III	0.57%	\$0.00
264	World Elite Commercial Standard Corp Large Market	1.06%	\$0.00
266	World Elite Commercial Data Rate II Corp Large Market	0.61%	\$0.00
267	World Elite Commercial Data Rate I Corp Large Market	0.76%	\$0.00
268	World Elite Commercial T&E Rate II Corp	0.46%	\$0.00
269	World Elite Commercial T&E Rate I Corp Large Market	0.81%	-\$0.10
270	World Elite Commercial T&E Rate III Corp Large Market	0.61%	\$0.00
272	World Elite Commercial Lrg Ticket II Corp Large Market	-0.69%	\$59.90
273	World Elite Commercial Lrg Ticket III Corp Large Market	-0.74%	\$79.90
274	World Comm Large Ticket I/Data Rate III Bus	-0.53%	\$39.90
275	World Elite Comm Large Ticket I/Data Rate III Bus	-0.48%	\$39.90
276	World Comm Large Ticket I/Data Rate III Bus Data Rate III Corp Large Market	-0.64%	\$39.90
277	World Elite Comm Large Ticket I/Data Rate III Corp Large Market	-0.64%	\$39.90
303	Enhanced Standard	1.06%	\$0.00
311	Enhanced Merit I	0.15%	\$0.00
328	Enhanced Convenience Purchase	0.01%	-\$0.10
338	Electronic Payment Account Data Rate II	0.51%	\$0.00
339	Electronic Payment Account Data Rate I	0.76%	\$0.00
365	Commercial Purchasing Interregional Purch	0.11%	-\$0.10
381	Enhanced Key Entered	0.15%	\$0.00
393	World Elite Bill Payments Merit I Insurance	0.31%	\$0.00
574	High Value Merit I - Real Estate	0.31%	\$0.00
575	High Value Merit I - Insurance	0.31%	\$0.00
576	High Value Standard	1.36%	\$0.00
577	High Value Merit I	0.61%	\$0.00
578	High Value Key-Entered	0.61%	\$0.00
579	High Value Merit III	0.31%	\$0.00
593	High Value T&E	0.86%	\$0.00
594	High Value Merchant UCAF	0.31%	\$0.00
595	High Value Full UCAF	0.41%	\$0.00
599	High Value T&E Large Ticket	0.11%	-\$0.10
306	Inter: Consumer Premium Standard US/CAN	0.81%	-\$0.10
307	Inter: Consumer Premium Full UCAF US/CAN	0.81%	-\$0.10
308	Inter: Consumer Premium Electronic US/CAN	0.81%	-\$0.10
310	Inter: Consumer Premium Merch't UCAF US/CAN	0.81%	-\$0.10
312	Inter: Commercial Premium Standard US/CAN	0.99%	-\$0.10
314	Inter: Consumer Premium Standard US/LAC	0.81%	-\$0.10
315	Inter: Consumer Premium Full UCAF US/LAC	0.81%	-\$0.10
316	Inter: Consumer Premium Electronic US/LAC	0.81%	-\$0.10
319	Inter: Consumer Premium Merch't UCAF US/LAC	0.81%	-\$0.10
321	Inter: Commercial Premium Standard US/LAC	0.96%	-\$0.10
322	Inter: Consumer Premium Standard US/AP	0.81%	-\$0.10
323	Inter: Consumer Premium Full UCAF US/AP	0.81%	-\$0.10
326	Inter: Consumer Premium Electronic US/AP	0.81%	-\$0.10
329	Inter: Consumer Premium Merchant UCAF US/AP	0.81%	-\$0.10

**IMPORTANT INFORMATION ABOUT YOUR FEES**

PNC.MWD.S14.1.003

**MOTO / INTERNET**

Page 4 of 4

<b>PC</b>	<b>MasterCard Credit (Merit I)</b>	<b>Rate</b>	<b>Per Item</b>
333	Inter. Commercial Premium Standard US/AP	0.96%	-\$0.10
334	Inter. Consumer Premium Standard US/EU	0.81%	-\$0.10
335	Inter. Consumer Premium Full UCAF US/EU	0.81%	-\$0.10
336	Inter. Consumer Premium Electronic US/EU	0.81%	-\$0.10
337	Inter. Consumer Premium Merchant UCAF US/EU	0.81%	-\$0.10
406	Inter. Consumer Premium Standard US/SAMEA	0.81%	-\$0.10
407	Inter. Consumer Premium Full UCAF US/SAMEA	0.81%	-\$0.10
408	Inter. Consumer Premium Electronic US/SAMEA	0.81%	-\$0.10
409	Inter. Consumer Prem Merch't UCAF US/SAMEA	0.81%	-\$0.10
411	Inter. Commercial Premium Standard US/SAMEA	0.96%	-\$0.10
A05	Consumer Super Premium Electronic (US Acq)	0.94%	-\$0.10
A06	Consumer Super Premium Full UCAF (US Acq)	0.94%	-\$0.10
A07	Consumer Super Premium Merch't UCAF (US Acq)	0.94%	-\$0.10
A08	Consumer Super Premium Standard (US Acquirer)	0.94%	-\$0.10
B19	Business Level 4 Data Rate I	1.07%	\$0.00
B20	Business Level 4 Data Rate II	0.42%	\$0.00
B21	Business Level 4 Data Rate II	0.17%	\$0.00
B22	Business Level 4 Face-to-face	0.42%	\$0.00
B29	Business Level 4 Standard	1.37%	\$0.00

<b>PC</b>	<b>Discover® Network Credit (CNP - Ecommerce)</b>	<b>Rate</b>	<b>Per Item</b>
11	PSL - Restaurants Rewards	0.03%	\$0.00
14	PSL - Card Not Present/E-commerce Rewards	0.10%	\$0.00
15	Key Entry Rewards	0.10%	\$0.00
18	Mid Submission Level Rewards	0.53%	\$0.00
19	Base Submission Level Rewards	1.08%	\$0.00
111	PSL - Restaurants Premium	0.33%	\$0.00
114	PSL - Card Not Present/E-commerce Premium	0.13%	\$0.00
115	Key Entry Premium	0.13%	\$0.00
118	Mid Submission Level Premium	0.53%	\$0.00
119	Base Submission Level Premium	1.08%	\$0.00
202	Commercial Electronic - All Others	0.43%	\$0.00
203	Commercial Base Submission Level (Credit)	1.08%	\$0.00
318	Mid Submission Level Core	0.53%	\$0.00
319	Base Submission Level Core	1.08%	\$0.00
406	PSL - Emerging Markets (Premium Plus)	0.43%	\$0.00
410	PSL - Retail (Premium Plus)	0.23%	\$0.00
411	PSL - Restaurants (Premium Plus)	0.43%	\$0.00
412	PSL - Hotels/Car Rentals (Premium Plus)	0.43%	\$0.00
414	PSL - Card Not Present/E-comm (Premium Plus)	0.48%	\$0.00
415	Key Entry (Premium Plus)	0.28%	\$0.00
418	Mid Submission Level (Premium Plus)	0.53%	\$0.00
419	Base Submission Level (Premium Plus)	1.08%	\$0.00
<b>PC</b>	<b>Discover® Network Non-Pin Debit and Prepaid (CNP - Ecommerce)</b>	<b>Rate</b>	<b>Per Item</b>
618	Mid Submission Level Debit	0.10%	\$0.04
619	Base Submission Level Debit	0.27%	\$0.09
618	Mid Submission Level Debit	0.10%	\$0.04
619	Base Submission Level Debit	0.27%	\$0.09
223	Commercial Base Submission Level (Prepaid)	1.33%	-\$0.06
228	Commercial Electronic - All Others (Prepaid)	0.68%	-\$0.06
818	Mid Submission Level (Prepaid)	0.10%	\$0.04
819	Base Submission Level (Prepaid)	0.27%	\$0.09

\*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

**Requirements for Interchange Levels:**

The attached Interchange Qualification Matrix identifies the requirements for the various different interchange levels established by MasterCard, Visa, and Discover® Network, including those described above. Please refer to the Interchange Qualification Matrix to determine the interchange category for which a transaction may qualify.

**Additional Information Regarding Your Discount Rates and Non-Qualified Transactions:**

For more information regarding your Discount Rates and Non-Qualified Transactions, please call Customer Service.

# **EXHIBIT**

**C**

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 3)**



Merchant # \_\_\_\_\_ Loc. 1 of 1

PNC(SNAP)1705 **(1) TELL US ABOUT YOUR BUSINESS** PNC(SNAP)1708

Client (Your Business LEGAL Name): BONNIE M SCHMALZER Store #: \_\_\_\_\_

Same as Legal Name **or** Provide DBA/Outlet Name: Abramoff Law Offices First/Last Contact Name: BONNIE M SCHMALZER

(No P.O. Box) Address: W175N11117StonewoodDr102 Suite #: \_\_\_\_\_ City: Germantown State: WI Zip Code: 53022

Your Business Phone: 2622509670  Same as Business Phone **or** Merchant's Customer Service Phone: 2622509670 Your Fax #: \_\_\_\_\_

Your Cust. Svc. E-mail Address: bonnie@abramofflaw.com Select One for Retrieval Requests:  (02) Dedicated 24 Hour Fax  (03) No fax; mail  (05) eIDS

**(2) MASTERCARD® / VISA® / DISCOVER® / AMERICAN EXPRESS® ONEPOINT**

Your Total Cash and Credit Sales: (For All Outlets) \$ 90,000.00 Estimated MC/Visa/Discover Average Ticket/Sales Amount: \$ 1,000.00  
 Total Annual MC/Visa Volume: (For All Outlets) \$ 75,000.00 Estimated American Express Average Ticket for this Outlet: \$ 1,000.00  
 Total Annual Discover Volume: (For All Outlets) \$ 5,000.00 Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) \$ \_\_\_\_\_  
 Total Annual American Express Volume: (For All Outlets) \$ 5,000.00 Annual Discover Volume for this Outlet: (For Multiple Outlets Only) \$ \_\_\_\_\_  
 Highest Ticket Amount: \$ 5,000.00 Annual American Express Sales Volume for this Outlet: (For Mult. Outlets Only) \$ \_\_\_\_\_

**(3) PROVIDE MORE BUSINESS DATA**

State Incorpor. WI Month/Year Started: 01/1999  Sole Ownership  Partnership  Non Profit/Tax Exempt  Public Corp.  Private Corp.  L.L.C.  Gov't.

Check one: TIN Type:  EIN (Fed Tax ID #)  SSN No. of Employees: 2

**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return) BONNIE M SCHMALZER  Federal Tax ID# (TIN) (as it appears on your income tax return) \_\_\_\_\_  I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe 95.0 % + Keyed Manually 5 % = **100%** Product/Services You Sell: Law office

POS Card Present (MAG Swipe and/or Manual Imprint) 95.0 % + Mail Order/Direct Marketing 0.0 % + Phone Order 5.0 % + Internet 0.0 % = **100%**

Do you use any third party to store, process or transmit cardholder data?  Yes  No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: \_\_\_\_\_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: None

**(4) OTHER ENTITLEMENTS**

Traditional TeleCheck:  ECA Warranty (20E)  Paper Warranty (20P)

Signed Annual Check Sales Volume: \$ \_\_\_\_\_ Avg. Check Ticket: \$ \_\_\_\_\_  License # \_\_\_\_\_ **or** MICR #: \_\_\_\_\_

Voyager Fleet\* **or** Existing Voyager Acct #: \_\_\_\_\_ Annual Voyager Vol.: \$ \_\_\_\_\_ Voyager Avg. Ticket: \$ \_\_\_\_\_

MC Fleet  Wright Express **or** Existing WEX Acct #: \_\_\_\_\_ Annual WEX Vol. \$ \_\_\_\_\_ WEX Avg. Ticket \$ \_\_\_\_\_

\*Tax exempt Voyager Cards accepted:  Yes  No

Discover Full Processing

American Express OnePoint/Full Service (EDC)  American Express \_\_\_\_\_ **or**  ESA \_\_\_\_\_

Debit Pkg \_\_\_\_\_  EBT (SNAP) FNS # (XREF): \_\_\_\_\_ Check one:  EDC  Single Settle

FDMS Gift Card (A separate Gift Card Setup Form is required)  (206) CARDnet®  (2003) Nashville  (2002) Buypass  Other: \_\_\_\_\_ Specify Security Code: ( )

**(5) DESCRIBE EQUIPMENT DETAILS**

Rental • Purchase Customer-Owned Lease*	QTY	IP	Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Software Name / Terminal Model Code and Name	Unit Price w/o Tax	Customer-Owned Software Version #
48 Month Lease	1	<input type="checkbox"/>	Terminal	RETAIL	FD130 Terminal	\$ 30.05	
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	

\*A separate Lease Agreement with First Data Merchant Services Corporation (through its business unit First Data Global Leasing) is required and contains the terms and conditions for leased equipment.

MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST) 9:00 AM

Sales Rep. to Train  Installer to Train  No Merchant Training Best Time To Call: \_\_\_\_\_  am  pm

Imprinter Purchase:  Yes  No If Yes \$ \_\_\_\_\_ x Qty: \_\_\_\_\_ = \$ 0 (w/o Tax) Wireless Provider:  GPRS Cingular/AT&T  CDMA Sprint

First Data Global Gateway (FDGG) E-mail address: \_\_\_\_\_  IC Verify Serial #: \_\_\_\_\_

VAR/Internet/Software: Name: \_\_\_\_\_ (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)

Frame (A price quote is required for Frame)  Host/Lease Line Solutions  Dial Solutions

**NOTE: Any Special Instructions must be included on About Merchant's Business Page.** See Section 32 of the Program Guide for Equipment Purchase or Rental details. Complete Credit Addendum for Software Compliance.  PABP Compliant  PCI/DSS Compliant

**(6) PROVIDE YOUR OWNER INFORMATION**

Owner/Partner/Officer Name: Bonnie M Schmalzer D.O.B.: \_\_\_\_\_ Social Security \_\_\_\_\_ Home Phone: \_\_\_\_\_ % of Ownership: 100

Home Address: 834 Ravine Ridge Dr City: Colgate State: WI Zip: 53017 Country: USA

Business Owner's E-Mail Address: bonnie@abramofflaw.com

Owner/Partner/Officer Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Home Phone: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Business Owner's E-Mail Address: \_\_\_\_\_

\*Business Owner's E-mail address for receipt of monthly newsletters, product updates, contract notifications, and other communications from PNC.

Client's Initials: BMS

DocuSign Envelope ID: 1756B20F-96A7-4BA1-A98F-58E99CA9C081

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 3)**



DBA Name: Abramoff Law Offices

Pricing Type: 101

Interchange Schedule Version:  
PNC.MVD.S14.1.001\_Retail

Loc. 1 of 1

PNC(SNAP)1705

**(7) SERVICE FEE SCHEDULE**

PNC(SNAP)Fee1708

**Start-Up Fees (One-Time Charge)**

**Non-Taxable Fees:**

Application Fee (Non-Refundable) (247)	\$ 0.00
Site Visitation Fee (31G)	\$ 0.00
Programming Fee (31A)	\$ 0.00
Deployment Fee (32K)	\$
FD Mobile Pay Setup Fee (62S)	\$
Global Gateway E4 Setup Fee (40B)	\$
Clover Load Fee (2ML)	\$
Wireless Activation Fee (31E)	\$ 0
Internet Set-up Fee (30R)	\$
FEE PER TID # OF TIDS TOTAL	
\$ x = \$	0

Equipment Shipping Costs \$

**Taxable Items:**

State:	Sales Tax	%
	City/Locality Tax	%
Equipment Purchase (ACH)	\$	
Total Sales Tax	\$	
Total Amount	\$ .00	

**Billed Monthly Fees**

Monthly Svc Fee: <input type="checkbox"/> \$16.50 <input type="checkbox"/> Other (224)	\$ 0.00
Monthly Maintenance Fee (354)	\$
Minimum Processing Fee (954)	\$ 0.00
Wireless Access Fee (399)	\$ 0
FD Mobile Pay Monthly Svc Fee (32Y)	\$
Global Gateway E4 Monthly Fee (40A)	\$
Clover Services Fee (2ST)	\$
ClientLine® (32R)	\$
Statement Fee:	
<input type="checkbox"/> Paper Statement (240)	\$
<input type="checkbox"/> E-Mail Statement (268)	\$
<input type="checkbox"/> Suppress Statement	
Internet Service Fee (394)	\$
FEE PER TID # OF TIDS TOTAL	
\$ x = \$	0
Other:	\$
PCI Rapid Comply (TBD)	\$
Non Receipt of PCI Validation (60L)	\$
Equipment Rental Fee (ACH)	\$

**Credit & Non-PIN Debit Authorization & Credit/Refund**

MasterCard (10A, 002, 131)	\$ 0.00
Visa (10D, 006, 135)	\$ 0.00
Discover (10J, 016, 788)	\$ 0.00
American Express (10P, 014)	\$ 0.00

**Interchange Pass-Through, plus the following fees:**

MC/Visa/Discover TXN Fee (001, 002, 005, 006, 015, 016)	\$
MC/Visa/Discover Interchange Fee (550, 560, 529)	\$ 0
MC/Visa/Discover Basis Point Fee (495, 496, 494)	%

**Bundled Debit**

Debit Sales Discount Rate (120)	%
Debit Auth Fee V/MC/Disc (0CN)	\$
Debit Auth Fee V/MC (0CO)	\$

**Discount Fees (Based On Gross Transaction Volume)**

Accept all MasterCard, Visa and Discover® transactions (presumed, unless any selections below are checked) (presumed, unless any selections below are checked)

<b>MasterCard Acceptance</b>	<b>Visa Acceptance</b>	<b>Discover® Acceptance</b>
<input type="checkbox"/> Accept MC Credit transactions <u>only</u>	<input type="checkbox"/> Accept Visa Credit transactions <u>only</u>	<input type="checkbox"/> Accept Discover Credit transactions <u>only</u>
<input type="checkbox"/> Accept MC Non-PIN Debit transactions <u>only</u>	<input type="checkbox"/> Accept Visa Non-PIN Debit transactions <u>only</u>	<input type="checkbox"/> Accept Discover Non-PIN Debit transactions <u>only</u>

See Section 1.2 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 11.1 of the Program Guide).

**QUALIFIED DISCOUNT RATES**

MasterCard Credit Discount Rate (800)	1.39 %
Visa Credit Discount Rate (804)	1.39 %
Discover® Credit Discount Rate (170)	1.39 %
American Express OnePoint Credit Discount Rate (Key 0-570)	2.89 %
American Express OnePoint Prepaid/Gift Card Discount Rate (A570)	1.95 %
MasterCard Non-PIN Debit Discount Rate (850)	1.39 %
Visa Non-PIN Debit Discount Rate (854)	1.39 %
Discover® Non-PIN Debit Discount Rate (964)	1.39 %

**MID-QUALIFIED DISCOUNT RATES**

MasterCard Credit Discount Rate (810)	%
Visa Credit Discount Rate (814)	%
Discover® Credit Discount Rate (990)	%
MasterCard Non-PIN Debit Discount Rate (870)	%
Visa Non-PIN Debit Discount Rate (874)	%
Discover® Non-PIN Debit Discount Rate (968)	%

**NON-QUALIFIED DISCOUNT RATES**

MasterCard Credit Discount Rate (820)	%
Visa Credit Discount Rate (824)	%
Discover® Credit Discount Rate (994)	%
MasterCard Non-PIN Debit Discount Rate (880)	%
Visa Non-PIN Debit Discount Rate (864)	%
Discover® Non-PIN Debit Discount Rate (978)	%

Non-Qualified Surcharge Fee: (excluding interchange pass-through fees, see §18.1) (30-D) %  
Applies to Non-Qualified MasterCard, Visa and Discover® Credit and/or Non-PIN Debit Transactions **or** (Requires Special Pricing)  0.6

**Transaction / Other Fees**

American Express OnePoint Trans Fee \$ 0.15	Visa Kilobyte Fee (277) \$ 0.0025
Amex OnePoint Prepaid/GC Trans Fee \$ 0.15	MC/Visa, Amex, Discover VRU (036, 046, 066, 076) \$ 0.49
American Express Capture (068) \$	MC/Visa, Amex, Discover VRU/Voice (037, 047, 067, 077) \$ 0.69
MC/Visa Foreign Handling (260, 261) 0.6 %	Visa Misuse of Auth Fee (04G) \$ 0.045
MC Network Access Fee (60M, 0B4) \$ 0.0195	MC Processing Integrity Fee (04F) \$ 0.045
Visa Acq Processing Fee - Credit (04H) \$ 0.0195	MC U.S. Acct Status Inquiry Service Interregional (11G) \$
Visa Acq Processing Fee - Debit (04J) \$ 0.0155	MC U.S. Acct Status Inquiry Service Intraregional (11H) \$
Visa Fixed Acquirer Network Fee CP* (NF1) Pass Thru of Cost	MC License Fee (818) 0.005 %
Visa Fixed Acq Network Fee CNP* (NF2) Pass Thru of Cost	MC Card Not Present AVS Fee (10Z) \$ 0.0075
Visa Transaction Integrity Fee (238) \$ 0.1	MC CVC2 (11M) \$ 0.0025
Visa Partial Auth NP Trans Fee (12D) \$ 0.01	EBT (18E, 18I, 02X, 18H) \$
Visa Zero Amount Fee (10Y) \$ 0.025	AVS Fee (POS-Mag Swipe) (405, 406, 408, 07B, 79) \$ 0.035
Discover Usage (22E) \$ 0.0185	PNC Debit Fee (018, Key 0 to 590) \$ 0.35
Discover Network Authorization Fee (0BC) \$ 0.0025	(In addition to Network fee)
MasterCard Assessment Fee (273) 0.11 %	Star Annual License Fee ( ) \$ 6.00
MC Assessment Trans Amt > = \$1k (237) 0.02 %	PULSE Annual Debit Ntwk Fee ( ) \$ 9.00
Visa Assessment Fee (274) 0.11 %	Batch Settlement Fee (227) \$ 0.00
Discover® Assessment Fee (6AC) 0.105 %	
MC Kilobyte Fee (278) \$ 0.0035	

\* See Interchange Qualification Matrix ("IQM") for billing tables.

Client's Initials: BMS

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**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)**



DBA Name: Abramoff Law Offices

Loc. 1 of 1

PNC(SNAP)1705

**(7) SERVICE FEE SCHEDULE (cont'd)**

PNC(SNAP)Fee1708

Other Payment Fees		Internet Service/Transaction Fees		Buypass Fees	
Chargeback Fee (205, 725, 01A)	\$ 25.00	MC / Visa / Amex / Discover	Per Auth	Voyager Sales/Credit Discount Rate (844, 845)	_____ %
Discover Int'l Service Fee (22H)	0.55 %	Internet GW (03R, 04R, 06I, 07I)	\$ _____	Voyager Auth Fee (0D0, 0D1, 0DV)	\$ _____
Discover Int'l Process Fee (22G)	0.4 %	Global Gateway E4	\$ _____	WEX Sales/Refund Discount Rate (840, 841)	_____ %
Trustkeeper Fee (W01)	\$ _____	Per Trans Fee (0FC)	\$ _____	WEX Auth Fee (0B0, 0B1, 0BV, 0D4)	\$ _____
TransArmor Token & Encrypt/VF (12E, 12I)	\$ 0.02	PayPal Auth Fee (45U, 47U)	\$ _____	WEX Chargeback Discount Fee (842, 843)	_____ %
TransArmor Token Only (12G)	\$ _____	PayPal Sales/Return	\$ _____	WEX Chargeback Fee (29H)	\$ _____
TransArmor Token Registration (12H)	\$ _____	Trans Fee (45V, 47V, 47Y)	\$ _____	WEX Retrieval Fee (29I)	\$ _____
TransArmor Monthly Fee (30L)	\$ 0.0	Internet AVS (435)	\$ _____		
Other: _____	\$ _____				

**American Express ESA/Pass Through Fees:\***

- Amex Discount Rate \_\_\_\_\_ %
- Amex Transaction Fee \$ \_\_\_\_\_
- Amex Prepaid/Gift Card Discount Rate \_\_\_\_\_ %
- Amex Prepaid/Gift Card Trans Fee \$ \_\_\_\_\_
- Amex Monthly Fee (Flat Fee) \$ \_\_\_\_\_

\*Billed Separately by AMEX

**Annual Fee**

We reserve the right to assess, on an annual basis and with at least 30 days' advance written notice, a reasonable fee to defray the cost of necessary systems technology upgrades, communication requirements and reporting.

TeleCheck Fees:	<input type="checkbox"/> Traditional TeleCheck** (20)	<input type="checkbox"/> Paper Warranty (20P)	<input type="checkbox"/> ECA Warranty (20E)
Inquiry Rate	_____ %	_____ %	_____ %
Transaction Fee	\$ _____	\$ _____	\$ _____
Monthly Minimum Fee	\$ _____	\$ _____	\$ _____
Customer Request Operator Call/Voice Auth Fee	\$ _____	\$ _____	\$ _____
Monthly Processing/Statement Fee	\$ _____	\$ _____	\$ _____
December Risk Surcharge	_____ %	_____ %	_____ %
Other:	\$ _____	\$ _____	\$ _____
Funding Report Fee			No Charge
Format / Frequency			Mail / Monthly

\*\*Billed Separately by TeleCheck

See Agreement for definitions and any additional fees.

Note: See Part IV, Section A3 of the Program Guide for early termination fees.

**(8) AGREEMENT APPROVAL**

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Interchange Schedule (for card processing services), Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-9), as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the American Express Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the American Express Card Acceptance Agreement.

**Information about Phone Calls:** By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or recorded by us.

If I have elected American Express OnePoint/Full Service in Section 4 above and such service is available to me, by signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize PNC Merchant Services Company and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct PNC Merchant Services Company and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it either to AXP's program for PNC Merchant Services Company to perform services for AXP or to AXP's standard Card acceptance program which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for PNC Merchant Services Company servicing program that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

**ACH Debit and Credit Authorization:** Subscriber authorizes its financial institution to pay and charge to its account the amount(s) due TeleCheck under this Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's service(s) under this Agreement. This authorization will remain in effect until 30 days after revoked in writing.

By signing below, each of the undersigned authorizes us and our Affiliates to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us and our Affiliates to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us and our Affiliates. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies under penalties of perjury, that the federal taxpayer identification number and corresponding and filing name provided herein are correct.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

For PNC Bank, N.A. and PNC Merchant Services Company:

X Signature Bonnie M Schmalzer Date 8/15/2014

X Signature \_\_\_\_\_ Date \_\_\_\_\_

Title:  President  Vice President  Member L.L.C.  Owner  Partner  
 Other: \_\_\_\_\_  
 Print Name Bonnie M Schmalzer

X Signature \_\_\_\_\_ Date \_\_\_\_\_

Title:  President  Vice President  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_ Print Name \_\_\_\_\_

**(9) PERSONAL GUARANTY**

In exchange for PNC Merchant Services Company, PNC Bank N.A.'s, American Express, and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the applicable Third Party Agreement(s), the undersigned unconditionally and irrevocably guarantees the full payment and performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that PNC Bank N.A.'s, PNC Merchant Services Company the Guaranteed Parties are relying upon this Personal Guaranty in entering into, as applicable, the foregoing agreements.

Signature (Please sign below):

Signature (Please sign below):

X Bonnie M Schmalzer, an individual

X \_\_\_\_\_, an individual

# **EXHIBIT**

**D**



One PNC Plaza  
Pittsburgh, PA 15265-0000

## YOUR CARD PROCESSING STATEMENT

ABRAMOFF LAW OFFICES  
BONNIE M SCHMALZER  
W177N9886 RIVERCREST DR # 270  
GERMANTOWN WI 53022 -6407

Page 1 of 4

**THIS IS NOT A BILL**

Statement Period	09/01/18 - 09/30/18
Merchant Number	277252894997
Customer Service	Website - <a href="http://www.businessstrack.com">www.businessstrack.com</a> Phone - 1-800-742-5030

### SUMMARY

An overview of account activity for the statement period.

Page 1	<b>Total Amount Submitted</b>	<b>\$10,617.58</b>
Page 2	<b>Chargebacks/Reversals</b>	<b>0.00</b>
Page 2	<b>Adjustments</b>	<b>-\$109.95</b>
Page 2	<b>Fees</b>	<b>-\$296.93</b>
<b>Total Amount Processed</b>		<b>\$10,210.70</b>

### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

### SUMMARY BY DAY

Date Submitted	Submitted Amount	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
08/31/18	\$1,650.00	0.00	0.00	0.00	\$1,650.00
09/04/18	\$1,800.00	0.00	0.00	0.00	\$1,800.00
09/05/18	\$300.00	0.00	0.00	0.00	\$300.00
09/11/18	\$940.00	0.00	0.00	0.00	\$940.00
09/13/18	\$675.00	0.00	0.00	0.00	\$675.00
09/17/18	\$859.62	0.00	0.00	0.00	\$859.62
09/19/18	\$1,690.00	0.00	0.00	0.00	\$1,690.00
09/21/18	\$135.00	0.00	0.00	0.00	\$135.00
09/22/18	0.00	0.00	-\$109.95	0.00	-\$109.95
09/27/18	\$2,567.96	0.00	0.00	0.00	\$2,567.96
Month End Charge	0.00	0.00	0.00	-\$296.93	-\$296.93
<b>Total</b>	<b>\$10,617.58</b>	<b>0.00</b>	<b>-\$109.95</b>	<b>-\$296.93</b>	<b>\$10,210.70</b>

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 277252894997  
 Customer Service Website - www.businessstrack.com  
 Phone - 1-800-742-5030

Page 2 of 4

Statement Period 09/01/18 - 09/30/18

**SUMMARY BY CARD TYPE**

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	\$1,500.99	3	\$4,502.96	0	0.00	3	\$4,502.96
VISA	\$1,051.00	5	\$5,255.00	0	0.00	5	\$5,255.00
AMEX ACQ	\$859.62	1	\$859.62	0	0.00	1	\$859.62
<b>Total</b>		<b>9</b>	<b>\$10,617.58</b>	<b>0</b>	<b>0.00</b>	<b>9</b>	<b>\$10,617.58</b>

**SUMMARY BY BATCH**

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
051209310308	08/31/18	\$1,650.00	1	\$1,650.00	0	0.00	1	\$1,650.00
051209040309	09/04/18	\$1,800.00	1	\$1,800.00	0	0.00	1	\$1,800.00
051209050310	09/05/18	\$300.00	1	\$300.00	0	0.00	1	\$300.00
051209110311	09/11/18	\$940.00	1	\$940.00	0	0.00	1	\$940.00
051209130312	09/13/18	\$675.00	1	\$675.00	0	0.00	1	\$675.00
051209170313	09/17/18	\$859.62	1	\$859.62	0	0.00	1	\$859.62
051209190314	09/19/18	\$1,690.00	1	\$1,690.00	0	0.00	1	\$1,690.00
051209210315	09/21/18	\$135.00	1	\$135.00	0	0.00	1	\$135.00
051209270316	09/27/18	\$2,567.96	1	\$2,567.96	0	0.00	1	\$2,567.96
<b>Total</b>			<b>9</b>	<b>\$10,617.58</b>	<b>0</b>	<b>0.00</b>	<b>9</b>	<b>\$10,617.58</b>

**CHARGEBACKS/REVERSALS**

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
No Chargebacks/Reversals for this Statement Period				
<b>Total</b>				<b>0.00</b>

**ADJUSTMENTS**

The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
09/22/18	MISC ADJUSTMENT ANNUAL FEE	-\$109.95
<b>TOTAL</b>		<b>-\$109.95</b>

**FEES**

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES	Type	Amount
<b>MASTERCARD</b>		
MC-DOMESTIC MERIT I (DB)	Interchange charges	-\$2.31
MASTERCARD ASSESSMENT FEE .0013 TIMES \$4502.96	Interchange charges	-\$5.85
MC-WORLDCARD MERIT I	Interchange charges	-\$37.00
MC-DOMESTIC MERIT I	Interchange charges	-\$48.63
MC ASSESSMNT TRAN AMT >=\$1K .0001 X TRNS \$4367.96	Interchange charges	-\$0.44
MC LICENSE VOLUME FEE .00008 DISC RATE TIMES \$4502.96	Service charges	-\$0.36
CNP AVS FEE 5 TRANSACTIONS AT .01	Fees	-\$0.05
MC NETWORK ACCESS AUTH FEE 5 TRANSACTIONS AT .0195	Fees	-\$0.10

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 277252894997  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 3 of 4

Statement Period 09/01/18 - 09/30/18

**FEES**

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

**VISA**

VI-BUSINESS CARD TR2 RETAIL	Interchange charges	-\$15.63
VISA ASSESSMENT FEE CR .0013 TIMES \$3605	Interchange charges	-\$4.69
VI-CPS CNP (DB)	Interchange charges	-\$27.38
VI-SIGNATURE PREFERRED RETAIL	Interchange charges	-\$41.99
VI-CPS/REWARDS 2	Interchange charges	-\$18.43
VISA ASSESSMENT FEE DB .0013 TIMES \$1650	Interchange charges	-\$2.15
ACQUIRER PROCESSOR FEE DB/PP 1 TRANSACTIONS AT .0155	Fees	-\$0.02
ACQUIRER PROCESSOR FEE CREDIT 4 TRANSACTIONS AT .0195	Fees	-\$0.08

**AMERICAN EXPRESS**

AMEX AUTH FEE 1 TRANSACTIONS AT .15	Fees	-\$0.15
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**AMEX ACQ**

AMEX NETWORK FEE .0015 TIMES \$859.62	Interchange charges	-\$1.29
AXP SVCS NONSWIPE T2	Interchange charges	-\$19.44
AMEX SALES DISCOUNT .005 DISC RATE TIMES \$859.62	Service charges	-\$4.30

**Other**

MC PERCENT OF SALES FEE .005 DISC RATE TIMES \$4502.96	Service charges	-\$22.51
VI BASE II SYSTEM FILE FEE 5 TRANSACTIONS AT .0018	Service charges	-\$0.01
VISA PERCENT OF SALES FEE .005 DISC RATE TIMES \$5255	Service charges	-\$26.28
TRANSARMOR TOKEN & ENCRYPT 13 TRANSACTIONS AT .02	Fees	-\$0.26
AVS 950 CALL AUTHORIZATION FEE 9 TRANSACTIONS AT .035	Fees	-\$0.32

**TOTAL TRANSACTION FEES****-\$279.67****ACCOUNT FEES**

	Type	Amount
MC MONTHLY LOCATION FEE	Fees	-\$1.25
VISA NETWORK FEE CP 1B-20	Fees	-\$0.56
VISA NETWORK FEE CNP 2-05	Fees	-\$15.00
DIGITAL ENABLEMENT FEE .0001 X TRNS \$4502.96	Fees	-\$0.45

**TOTAL ACCOUNT FEES****-\$17.26****TOTAL****-\$296.93****Total Interchange Charges****-\$225.23****Total Service Charges****-\$53.46****Total Fees****-\$18.24****Total (Service Charges, Interchange Charges, and Fees)****-\$296.93****INTERCHANGE**

These are the variable fees charged by Card Organizations for processing transactions.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost		Sub Total	Total Interchange Charges
					Rate	Cost Per Transaction		
<b>MASTERCARD</b>								
MC-DOMESTIC MERIT I	\$2,567.96	57%	1	33%	0.0189	\$0.100	-\$48.63	
MC-WORLDCARD MERIT I	\$1,800.00	40%	1	33%	0.0205	\$0.100	-\$37.00	
MC-DOMESTIC MERIT I (DB)	\$135.00	3%	1	33%	0.0160	\$0.150	-\$2.31	
<b>MASTERCARD TOTAL</b>	<b>\$4,502.96</b>		<b>3</b>					<b>-\$87.94</b>
<b>VISA</b>								
VI-CPS CNP (DB)	\$1,650.00	31%	1	20%	0.0165	\$0.150	-\$27.38	
VI-BUSINESS CARD TR2 RETAIL	\$675.00	13%	1	20%	0.0230	\$0.100	-\$15.63	
VI-SIGNATURE PREFERRED RETAIL	\$1,990.00	38%	2	40%	0.0210	\$0.100	-\$41.99	
VI-CPS/REWARDS 2	\$940.00	18%	1	20%	0.0195	\$0.100	-\$18.43	
<b>VISA TOTAL</b>	<b>\$5,255.00</b>		<b>5</b>					<b>-\$103.43</b>

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 277252894997  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 4 of 4  
 Statement Period 09/01/18 - 09/30/18

**INTERCHANGE**

These are the variable fees charged by Card Organizations for processing transactions.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost		Sub Total	Total Interchange Charges
					Rate	Cost Per Transaction		
<b>AMEX ACQ</b>								
AXP SVCS NONSWIPE T2	\$859.62	100%	1	100%	0.0225	\$0.100	-\$19.44	
<b>AMEX ACQ TOTAL</b>	<b>\$859.62</b>		<b>1</b>					<b>-\$19.44</b>
<b>TOTAL</b>	<b>\$10,617.58</b>		<b>9</b>					<b>-\$210.81</b>

**TOTAL GROSS REPORTABLE SALES BY TIN**

Total dollar amount of aggregate reportable payment card transactions funded and third party network transactions, for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amount, fees, refunded amounts, or any other amounts per respective tax identification number.

Month	Description	Total
AUGUST	GROSS REPORTABLE SALES-TIN#####9564	\$19,504.56
	<b>2018 YTD Gross Reportable Sales</b>	<b>\$130,707.90</b>

# **EXHIBIT**

**E**

One PNC Plaza  
Pittsburgh, PA 15265-0000

## YOUR CARD PROCESSING STATEMENT

ABRAMOFF LAW OFFICES  
BONNIE M SCHMALZER  
W177N9886 RIVERCREST DR # 270  
GERMANTOWN WI 53022 -6407

Page 1 of 4

**THIS IS NOT A BILL**

Statement Period	08/01/18 - 08/31/18
Merchant Number	277252894997
Customer Service	Website - <a href="http://www.businessstrack.com">www.businessstrack.com</a> Phone - 1-800-742-5030

### SUMMARY

An overview of account activity for the statement period.

Page 1	<b>Total Amount Submitted</b>	<b>\$16,756.51</b>
Page 2	<b>Chargebacks/Reversals</b>	0.00
Page 2	<b>Adjustments</b>	0.00
Page 2	<b>Fees</b>	-\$274.02
<b>Total Amount Processed</b>		<b>\$16,482.49</b>

### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

#### 2018 Annual Fee

PNC Merchant Services will be assessing the Annual Fee of \$109.95 on or after September 1, 2018. This fee offsets the cost of implementing ongoing regulatory, legal and technological upgrades. Our commitment is to continue to maintain the highest industry standards and security for your payment transactions. If we can answer any questions regarding the fee or your merchant account, please contact our Customer Help Desk at 1-800-742-5030.

### SUMMARY BY DAY

Date Submitted	Submitted Amount	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
08/01/18	\$5,820.00	0.00	0.00	0.00	\$5,820.00
08/08/18	\$3,879.57	0.00	0.00	0.00	\$3,879.57
08/14/18	\$1,769.62	0.00	0.00	0.00	\$1,769.62
08/16/18	\$765.00	0.00	0.00	0.00	\$765.00
08/20/18	\$1,730.00	0.00	0.00	0.00	\$1,730.00
08/21/18	\$5,540.37	0.00	0.00	0.00	\$5,540.37
08/29/18	-\$2,748.05	0.00	0.00	0.00	-\$2,748.05
Month End Charge	0.00	0.00	0.00	-\$274.02	-\$274.02
<b>Total</b>	<b>\$16,756.51</b>	<b>0.00</b>	<b>0.00</b>	<b>-\$274.02</b>	<b>\$16,482.49</b>

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 277252894997  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 2 of 4

Statement Period 08/01/18 - 08/31/18

**SUMMARY BY CARD TYPE**

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	\$930.77	2	\$5,540.37	1	-\$2,748.05	3	\$2,792.32
VISA	\$1,939.17	7	\$13,574.19	0	0.00	7	\$13,574.19
Debit/Atm	\$390.00	1	\$390.00	0	0.00	1	\$390.00
<b>Total</b>		<b>10</b>	<b>\$19,504.56</b>	<b>1</b>	<b>-\$2,748.05</b>	<b>11</b>	<b>\$16,756.51</b>

**SUMMARY BY BATCH**

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
051209010301	08/01/18	\$2,910.00	2	\$5,820.00	0	0.00	2	\$5,820.00
051209080302	08/08/18	\$1,939.79	2	\$3,879.57	0	0.00	2	\$3,879.57
051209140303	08/14/18	\$1,769.62	1	\$1,769.62	0	0.00	1	\$1,769.62
051209160304	08/16/18	\$382.50	2	\$765.00	0	0.00	2	\$765.00
051209200305	08/20/18	\$1,730.00	1	\$1,730.00	0	0.00	1	\$1,730.00
051209210306	08/21/18	\$2,770.19	2	\$5,540.37	0	0.00	2	\$5,540.37
051209290307	08/29/18	-\$2,748.05	0	0.00	1	-\$2,748.05	1	-\$2,748.05
<b>Total</b>			<b>10</b>	<b>\$19,504.56</b>	<b>1</b>	<b>-\$2,748.05</b>	<b>11</b>	<b>\$16,756.51</b>

**CHARGEBACKS/REVERSALS**

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
No Chargebacks/Reversals for this Statement Period				
<b>Total</b>				<b>0.00</b>

**ADJUSTMENTS**

The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
No Adjustments for this Statement Period		
<b>Total</b>		<b>0.00</b>

**FEES**

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES	Type	Amount
<b>MASTERCARD</b>		
MC-DOMESTIC MERIT I (DB)	Interchange charges	-\$24.80
MC-CONSUMER CREDIT REFUND 3	Interchange charges	\$53.59
MASTERCARD ASSESSMENT FEE .0013 TIMES \$5540.37	Interchange charges	-\$7.20
MC ASSESSMNT TRAN AMT >=\$1K .0001 X TRNS \$4000	Interchange charges	-\$0.40
MC-WORLDCARD MERIT I	Interchange charges	-\$82.10
MC LICENSE VOLUME FEE .00008 DISC RATE TIMES \$5540.37	Service charges	-\$0.44
CNP AVS FEE 3 TRANSACTIONS AT .01	Fees	-\$0.03
MC NETWORK ACCESS AUTH FEE 3 TRANSACTIONS AT .0195	Fees	-\$0.06
<b>VISA</b>		
VISA ASSESSMENT FEE CR .0013 TIMES \$13574.19	Interchange charges	-\$17.65

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 277252894997  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 3 of 4  
 Statement Period 08/01/18 - 08/31/18

**FEES**

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

ACQUIRER PROCESSOR FEE CREDIT 7 TRANSACTIONS AT .0195	Fees	-	\$0.14
<b>DEBIT CARD</b>			
DEBIT SALES DISCOUNT .004 DISC RATE TIMES \$390	Service charges	-	\$1.56
<b>Other</b>			
JUL BB080-TRANSACTION CLEARED AT SIGNATURE PREFERRED CP VI 1	Interchange charges	-	\$1.19
JUL BB091-INVALID POS ENTRY MODE FOR PROGRAM MC 1	Interchange charges	-	\$34.34
JUL BB190-TRANSACTION CLEARED AT REWARDS 2 SIG VI 1	Interchange charges	-	\$15.60
JUL BB182-TRAN CLEARED AS CPS CARD NOT PRESENT DEBIT/PR VI 1	Interchange charges	-	\$34.37
MC NTWRK ACCESS SETTLEMENT FEE 1 TRANSACTIONS AT .0195	Interchange charges	-	\$0.02
MC PERCENT OF SALES FEE .005 DISC RATE TIMES \$5540.37	Service charges	-	\$27.70
VISA PERCENT OF SALES FEE .005 DISC RATE TIMES \$13574.19	Service charges	-	\$67.87
VI BASE II SYSTEM FILE FEE 7 TRANSACTIONS AT .0018	Service charges	-	\$0.01
AVS 950 CALL AUTHORIZATION FEE 9 TRANSACTIONS AT .035	Fees	-	\$0.32
TRANSARMOR TOKEN & ENCRYPT 11 TRANSACTIONS AT .02	Fees	-	\$0.22
<b>TOTAL TRANSACTION FEES</b>		-	<b>\$262.43</b>
<b>DEBIT NETWORK FEES</b>			
MAESTRO REGULATED	Interchange charges	-	\$0.44
DEBIT/ATM CARD TRANSACTION FEE 1 TRANSACTIONS AT .35	Service charges	-	\$0.35
<b>TOTAL DEBIT NETWORK FEES</b>		-	<b>\$0.79</b>
<b>ACCOUNT FEES</b>			
MC MONTHLY LOCATION FEE	Fees	-	\$1.25
VISA NETWORK FEE CP 1B-01	Fees	-	\$2.00
VISA NETWORK FEE CNP 2-03	Fees	-	\$7.00
DIGITAL ENABLEMENT FEE .0001 X TRNS \$5540.37	Fees	-	\$0.55
<b>TOTAL ACCOUNT FEES</b>		-	<b>\$10.80</b>
<b>TOTAL</b>		-	<b>\$274.02</b>
<b>Total Interchange Charges</b>		-	<b>\$164.52</b>
<b>Total Service Charges</b>		-	<b>\$97.93</b>
<b>Total Fees</b>		-	<b>\$11.57</b>
<b>Total (Service Charges, Interchange Charges, and Fees)</b>		-	<b>\$274.02</b>

**INTERCHANGE**

These are the variable fees charged by Card Organizations for processing transactions.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Rate	Cost Per Transaction	Sub Total	Total Interchange Charges
<b>MASTERCARD</b>								
MC-WORLDCARD MERIT I	\$4,000.00	48%	1	33%	0.0205	\$0.100	-\$82.10	
MC-CONSUMER CREDIT REFUND 3	-\$2,748.05	33%	1	33%	0.0195	0.000	\$53.59	
MC-DOMESTIC MERIT I (DB)	\$1,540.37	19%	1	33%	0.0160	\$0.150	-\$24.80	
<b>MASTERCARD TOTAL</b>	<b>\$2,792.32</b>		<b>3</b>					<b>-\$53.31</b>
<b>VISA</b>								
VISA	\$13,574.19	100%	7	100%	0.0000	0.000	0.00	
<b>VISA TOTAL</b>	<b>\$13,574.19</b>		<b>7</b>					<b>0.00</b>
<b>DEBIT CARD</b>								



**YOUR CARD PROCESSING STATEMENT**

Merchant Number 277252894997  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 4 of 4

Statement Period 08/01/18 - 08/31/18

**INTERCHANGE**

These are the variable fees charged by Card Organizations for processing transactions.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost		Sub Total	Total Interchange Charges
					Rate	Cost Per Transaction		
DEBIT CARD	\$390.00	100%	1	100%	0.0000	0.000	0.00	
<b>DEBIT CARD TOTAL</b>	<b>\$390.00</b>		<b>1</b>					<b>0.00</b>
<b>TOTAL</b>	<b>\$16,756.51</b>		<b>11</b>					<b>-\$53.31</b>

**TOTAL GROSS REPORTABLE SALES BY TIN**

Total dollar amount of aggregate reportable payment card transactions funded and third party network transactions, for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amount, fees, refunded amounts, or any other amounts per respective tax identification number.

Month	Description	Total
JULY	GROSS REPORTABLE SALES-TIN#####9564	\$11,723.89
	<b>2018 YTD Gross Reportable Sales</b>	<b>\$111,203.34</b>

# **EXHIBIT**

**F**



Merchant # \_\_\_\_\_ Loc. 1 of 1  
PNC(SNAP)2005 (1) TELL US ABOUT YOUR BUSINESS PNC(SNAP)2005

Client (Your Business LEGAL Name): CHOIS BEER SHOP LLC Store #: \_\_\_\_\_  
 Same as Legal Name or Provide DBA/Outlet Name: CHOIS BEER SHOP First/Last Contact Name: KYUNG HWA CHOI  
(No P.O. Box) Address: 1642 SOUTH ST Suite #: \_\_\_\_\_ City: PHILADELPHIA State: PA Zip Code: 191461542  
Your Business Phone: 2676796600  Same as Business Phone or Merchant's Customer Service Phone: 2676796600 Your Fax #: \_\_\_\_\_  
Your Cust. Svc. E-mail Address: johnlee1226@gmail.com Select One for Retrieval Requests:  (02) Dedicated 24 Hour Fax  (03) No fax; mail  (05) eIDS

(2) MASTERCARD® / VISA® / DISCOVER® / AMERICAN EXPRESS®

Your Total Cash and Credit Sales: (For All Outlets) \$ 120,000.00 Estimated MC/Visa/Discover Average Ticket/Sales Amount: \$ 20.00  
Total Annual MC/Visa Volume: (For All Outlets) \$ 80,000.00 Estimated American Express Average Ticket for this Outlet: \$ 20.00  
Total Annual Discover Volume: (For All Outlets) \$ 20,000.00 Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) \$ \_\_\_\_\_  
Total Annual American Express Volume: (For All Outlets) \$ 20,000.00 Annual Discover Volume for this Outlet: (For Multiple Outlets Only) \$ \_\_\_\_\_  
Highest Ticket Amount: \$ 100.00 Annual American Express Sales Volume for this Outlet: (For Mult. Outlets Only) \$ \_\_\_\_\_

(3) PROVIDE MORE BUSINESS DATA

State Incorp. PA \_\_\_\_\_ Month/Year Started: 04/2017  Sole Ownership  Partnership  Non Profit/Tax Exempt  Public Corp.  Private Corp.  L.L.C.  Gov't.  
Check one: TIN Type:  EIN (Fed Tax ID #)  SSN No. of Employees: 2

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)  
Name (as it appears on your income tax return) CHOIS BEER SHOP LLC  Federal Tax ID # (TIN) (as it appears on your income tax return) XXXXXXXXXX  I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe 100.0 + Keyed Manually 0 % = **100%** Product/Services You Sell: BEER STORE  
POS Card Present (MAG Swipe and/or Manual Imprint) 100 % + Mail Order/Direct Marketing 0.0 % + Phone Order 0.0 % + Internet 0.0 % = **100%**  
Do you use any third party to store, process or transmit cardholder data?  Yes  No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)  
If yes, give name/address: \_\_\_\_\_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

(4) OTHER ENTITLEMENTS

Traditional TeleCheck:  In-Person Paper Warranty (20P)  In-Person Warranty (ECA) (20E)  
Signed Annual Check Sales Volume: \$ \_\_\_\_\_ Avg. Check Ticket: \$ \_\_\_\_\_  
 Voyager Fleet\* or Existing Voyager Acct #: \_\_\_\_\_ Annual Voyager Vol.: \$ \_\_\_\_\_ Voyager Avg. Ticket: \$ \_\_\_\_\_  
 MC Fleet  WEX Full Acquiring  WEX Pass Thru  Wright Express or Existing WEX Acct #: \_\_\_\_\_ Annual WEX Vol. \$ \_\_\_\_\_ WEX Avg. Ticket \$ \_\_\_\_\_  
\*Tax exempt Voyager Cards accepted:  Yes  No  
 American Express  American Express Direct \_\_\_\_\_  
 Discover Full Processing  Debit Pkg 4 4 4 8 3 0 4 2  EBT (SNAP) FNS # (XREF): \_\_\_\_\_  
 PayPal  
 FDMS Gift Card (A separate Gift Card Setup Form is required)  (206) CARDnet®  (2003) Nashville  (2002) Buypass  Other: \_\_\_\_\_ Specify Security Code: ( )

(5) DESCRIBE EQUIPMENT DETAILS

Lease - Purchase Cust Owned - Rental	QTY	IP	Equip Type Terminal/Software Code and Name	Unit Price w/o tax	Lease - Purchase Cust Owned - Rental	QTY	IP	Equip Type Terminal/Software Code and Name	Unit Price w/o tax
Purchase	1		CLOVER MINI WIFI RTL #1	875.00					
Purchase	1		CLOVER CASH DRAWER	150.00					
Purchase	1		CLOVER 1D SCANNER	150.00					

Retail  Restaurant  MOTO/Internet  Lodging  Supermarket  Car Rental  QSR  Petro  
 MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)  
 Sales Rep. to Train  Installer to Train  No Merchant Training Best Time To Call: 9:00 AM

Imprinter Purchase:  Yes  No If Yes \$ \_\_\_\_\_ x Qty: \_\_\_\_\_ = \$ \_\_\_\_\_ (w/o Tax) Wireless Provider:  GPRS Cingular/AT&T  CDMA Sprint  
 Payeezy Gateway E-mail address \_\_\_\_\_  
VAR/Internet/Software: Name: \_\_\_\_\_ (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)

Frame (A price quote is required for Frame)  Host/Lease Line Solutions  Dial Solutions  
NOTE: Any Special Instructions must be included on About Merchant's Business Page. See Section 32 of the Program Guide for Equipment Purchase or Rental details. Complete Credit Addendum for Software Compliance.  PABP Compliant  PCI/DSS Compliant

(6) PROVIDE YOUR OWNER INFORMATION

Owner/Partner/Officer Name: KYUNG CHOI D.O.B.: XXXXXXXX Social Security #: XXXXXXXX Home Phone: \_\_\_\_\_ % of Ownership: 100  
Home Address: 432 MONTGOMERY AVE City: HAVERFORD State: PA Zip: 19041 Country: USA  
Business Owner's E-Mail Address\*: \_\_\_\_\_  
Owner/Partner/Officer Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Home Phone: \_\_\_\_\_ % of Ownership: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
Business Owner's E-Mail Address\*: \_\_\_\_\_

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 5)



DBA Name: CHOIS BEER SHOP

Pricing Type: 101

Interchange Schedule Version: PNC.MVDA.F16.2.001\_Retail

Loc. 1 of 1

PNC(SNAP)2005

(7) SERVICE FEE SCHEDULE

PNCfee(SNAP)2005

Start-Up Fees (One-Time Charge)

Non-Taxable Fees:

Table listing non-taxable fees: Application Fee (247) \$0.00, Site Visitation Fee (31G) \$, Programming Fee (31A) \$0.00, Deployment Fee (32K) \$, Mobile Payments Setup Fee (62S) \$, Payeezy Gateway Setup Fee (40B) \$, Wireless Activation Fee (31E) \$, Internet Set-up Fee (30R) \$.

Taxable Items:

Table listing taxable items: State Sales Tax %, City/Locality Tax %, Equipment Purchase (ACH) \$1175.0, Total Sales Tax \$, Total Amount \$1,175.00.

Billed Monthly Fees

Table listing billed monthly fees: Monthly Svc Fee (224) \$0.00, Monthly Maintenance Fee (354) \$, Minimum Processing Fee (954) \$0.00, Monthly Access Fee (60J) \$, Mobile Payments Monthly Svc Fee (32Y) \$, Payeezy Gateway Monthly Fee (40A) \$, Payeezy Webstore Solution (2D9) \$, Clover Services Fee\* (2ST) \$0.00, Clover Security Plus Monthly (3CM) \$, Clover Insights (49I, 49M) \$.

Statement Fee:

Table listing statement fees: Paper Statement (240) \$, E-Mail Statement (268) \$0.0, Suppress Statement \$, Internet Service Fee (394) \$.

Table listing other fees: Non Receipt of PCI Validation (60L) \$, Equipment Rental Fee (ACH) \$.

(\*For Clover Mobile and Clover Mini (only) devices, this fee shall commence and be applied to your account only upon the upgrade to "Clover Register" software that is available through the Clover App Market.)

Credit & Non-PIN Debit Authorization & Credit/Refund

Table listing credit and non-PIN debit fees: MasterCard (10A, 002, 131) \$0.1, Visa (10D, 006, 135) \$0.1, Discover (10J, 016, 788) \$0.1, American Express (10P, 014) \$0.1.

Interchange Pass-Through\*, plus the following fees:

Table listing interchange pass-through fees: MC/Visa/Discover/PayPal/Amex TXN Fee (001, 002, 005, 006, 015, 016, 13A, 013, 014) \$, MC/Visa/Discover Interchange Fee (Key 0 to 550, 560, 529) \$0, AMEX Program Pricing Fee (57B)\* \$, MC/Visa/Discover/Amex Basis Point Fee (495, 496, 494, 164) %.

\*American Express has Program Pricing and not Interchange and is subject to change.

Bundled Debit

Table listing bundled debit fees: Debit Sales Discount Rate (120) %, Debit Auth Fee V/MC/Disc (0CN) \$, Debit Auth Fee V/MC (0CO) \$.

Discount Fees (Based On Gross Transaction Volume)

Accept all MasterCard, Visa and Discover transactions (presumed, unless any selections below are checked) Visa Acceptance

- Accept MC Credit transactions only, Accept MC Non-PIN Debit transactions only, Discover Acceptance, Accept Discover Credit transactions only, Accept Discover Non-PIN Debit transactions only, Accept Visa Credit transactions only, Accept Visa Non-PIN Debit transactions only, American Express Acceptance, Accept American Express Credit transactions only.

See Section 1.2 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 11.1 of the Program Guide).

QUALIFIED DISCOUNT RATES

Table listing qualified discount rates: MasterCard, Visa, Discover, PayPal Credit Discount Rates (800, 804, 170, 175) 1.7 %, American Express Discount Rate (164) 1.7 %, MasterCard, Visa, Discover Non-PIN Debit Discount Rates (850, 854, 964) 1.7 %.

MID-QUALIFIED DISCOUNT RATES

Table listing mid-qualified discount rates: MasterCard, Visa, Discover Discount Rates (810, 814, 990) 2.35 %, American Express Discount Rate (81C) 2.35 %, MasterCard, Visa, Discover Non-PIN Debit Discount Rates (870, 874, 968) 2.35 %.

NON-QUALIFIED DISCOUNT RATES

Table listing non-qualified discount rates: MasterCard, Visa, Discover Credit Discount Rates (820, 824, 994) 2.9 %, American Express Discount Rate (82A) 2.9 %, MasterCard, Visa, Discover Non-PIN Debit Discount Rate (880, 864, 978) 2.9 %, Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see §18.1) Applies to Non-Qualified MasterCard, Visa, Discover and American Express Credit and/or Non-PIN Debit Transactions (30-D) %.

Transaction / Other Fees

Table listing transaction and other fees: American Express Network Fee (286) 0.15 %, American Express Capture (068) \$, Discover Usage (22E) \$0.0195, Discover Network Authorization Fee (0BC) \$0.0025, MasterCard Assessment Fee (273) 0.12 %, MC Assessment Trans Amt >= \$1k (237) 0.02 %, Visa Debit Assessment Fee (274) 0.13 %, Visa Credit Assessment (27L) 0.13 %, Discover Assessment Fee (6AC) 0.13 %, PayPal Assessment (451) 0.13 %, MC/Visa, Amex, Discover VRU (036, 046, 066, 076) \$0.49, MC/Visa, Amex, Discover VRU/Voice (037, 047, 067, 077) \$0.69, MC CVC2 (11M) \$0.0025, EBT (18E, 18I, 02X, 18H) \$, AVS Fee (POS-Mag Swipe) (405, 406, 408, 07B, 79) \$0.035, PNC Debit Pre Auth Fee (Key 0 to 587) \$0.00, PNC Debit Fee (Key 0 to 590) \$0.00, PNC Debit Transaction Fee (018) \$0.35, PIN Debit Basis Point (190) 0.1 %, Star Annual License Fee ( ) \$12.00, PULSE Annual Debit Ntwk Fee ( ) \$12.00, Jeanie Debit Ntwk Annual Fee ( ) \$9.00, ACCEL Annual Fee ( ) \$, NYCE Debit Network Participation Fee ( ) \$12.00, Batch Settlement Fee (227) \$0.00.

PNCMS Processing Fees

Table listing PNCMS processing fees: MC Foreign Handling Fee (260) 0.8 %, Visa Foreign Handling Fee (261) 1 %, MC Network Access Fee (60M, 0B4) \$0.0195, Visa Acq Processing Fee - Credit (04H) \$0.0195, Visa Base II Acquirer Voucher Fee - Credit (47P) \$0.0195, Visa Acq Processing Fee - Debit (04J) \$0.0155, Visa Base II Acquirer Voucher Fee - Debit (47O) \$0.0155, Visa Fixed Acquirer Network Fee CP\* (NF1) Pass-Thru of Cost, Visa Fixed Acquirer Network Fee CNP\* (NF2) Pass-Thru of Cost, Visa Transaction Integrity Fee (238) \$0.10, Visa Partial Auth NP Trans Fee (12D) \$0.01, Visa Zero Amount Fee (10Y) \$0.025, MasterCard Digital Enablement Fee (24E) 0.01 %, MC Kilobyte Fee (278) \$0.0035, Visa Base II System File Fee (47N) \$0.0018, Visa Zero Floor Limit Fee (04I) \$0.20, Visa Misuse of Auth Fee (04G) \$0.09, MC Processing Integrity Fee (04F) \$0.045, MC Processing Integrity Pre-Authorization Fee (03H) \$0.045, MC Processing Integrity Undefined Authorization Fee (03I) \$0.045, MC Processing Integrity Final Auth Fee (03J) \$0.0025, MC Processing Integrity Final Auth Minimum Fee (03K) \$0.04, MC Processing Integrity Fee Detail Report Fee (03L) \$0.012, MC U.S. Acct Status Inquiry Service Interregional (11G) \$, MC U.S. Acct Status Inquiry Service Intraregional (11H) \$, MC License Fee (818) 0.008 %, MC Card Present AVS Fee (0FB) \$0.01, MC Card Not Present AVS Fee (10Z) \$0.01, MasterCard Annual Membership Fee (Fee billed on monthly basis) (24I) \$1.25.

\*See Interchange Qualification Matrix ("IQM") for billing tables.

Client's Initials: o/k Bar LC

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 4 of 5)



DBA Name: CHOIS BEER SHOP

Loc. 1 of 1

PNC(SNAP)2005

(7) SERVICE FEE SCHEDULE (cont'd)

PNCFee(SNAP)2005

Table with 3 main columns: Other Payment Fees, Internet Service/Transaction Fees, and Bypass Fees. Includes sub-sections like TeleCheck Fees with various rates and charges.

Annual Fee
We reserve the right to assess, on an annual basis and with at least 30 days' advance written notice, a reasonable fee to defray the cost of necessary systems technology upgrades, communication requirements and reporting.
See Agreement for definitions and any additional fees. Note: See Part IV, Section A3 of the Program Guide for early termination fees.

(8) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Interchange Schedule (for card processing services), Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-9), as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein.

Information about Phone Calls: By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

ACH Debit and Credit Authorization: Subscriber authorizes its financial institution to pay and charge to its account the amount(s) due TeleCheck under this Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's service(s) under this Agreement.

By signing below, each of the undersigned authorizes us and our Affiliates to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us and our Affiliates to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

USA Patriot Act. Important Information About How We Open New Accounts: To help the U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. As a result, when you open an account at PNC we will ask for your name, address, date of birth and other information that will enable us to identify you.

Client certifies under penalties of perjury, that the federal taxpayer identification number and corresponding and filing name provided herein are correct. THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE. The Term of this Agreement is for three (3) years. Early termination penalties will apply if cancelled prior to the end of the contract term. By signing below, you authorize you accept all terms explicitly stated in this processing agreement.

Client's Business Principal: (Please sign below)
DocuSigned by:
X Signature [Signature] Date 7/24/2017
Title: [ ] President [ ] Vice President [ ] Member L.L.C. [ ] Owner [ ] Partner
Other: KYUNG CHOI
Print Name

For PNC Bank, N.A. and PNC Merchant Services Company: X Signature \_\_\_\_\_ Date \_\_\_\_\_

(9) PERSONAL GUARANTY

In exchange for PNC Merchant Services Company, PNC Bank N.A.'s, and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the applicable Third Party Agreement(s), the undersigned unconditionally and irrevocably guarantees the full payment and performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements.

Signature (Please sign below) DocuSigned by:
X [Signature], an individual
Signature (Please sign below):
X \_\_\_\_\_, an individual

# **EXHIBIT**

**G**

One PNC Plaza  
Pittsburgh, PA 15265-0000

## YOUR CARD PROCESSING STATEMENT

CHOIS BEER SHOP LLC  
KYUNG HWA CHOI  
1642 SOUTH ST  
PHILADELPHIA PA 19146-1542

Page 1 of 5

**THIS IS NOT A BILL**

Statement Period	08/01/18 - 08/31/18
Merchant Number	373274623991
Customer Service	Website - <a href="http://www.businessstrack.com">www.businessstrack.com</a> Phone - 1-800-742-5030

### SUMMARY

An overview of account activity for the statement period.

Page 1	<b>Total Amount Submitted</b>	<b>\$33,724.50</b>
Page 3	<b>Chargebacks/Reversals</b>	<b>0.00</b>
Page 4	<b>Adjustments</b>	<b>0.00</b>
Page 4	<b>Fees</b>	<b>-\$984.50</b>
<b>Total Amount Processed</b>		<b>\$32,740.00</b>

### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

#### 2018 Annual Fee

PNC Merchant Services will be assessing the Annual Fee of \$109.95 on or after September 1, 2018. This fee offsets the cost of implementing ongoing regulatory, legal and technological upgrades. Our commitment is to continue to maintain the highest industry standards and security for your payment transactions. If we can answer any questions regarding the fee or your merchant account, please contact our Customer Help Desk at 1-800-742-5030.

#### Pulse Pin Debit Annual Participation Fee Billing

Please be advised that the Pulse pin debit network annual participation fee will bill in October. The fee amount is \$12.00.

#### STAR Pin Debit Annual Participation Fee Billing

Please be advised that the STAR pin debit network annual participation fee will bill in October. The fee amount is \$12.00.

### SUMMARY BY DAY

Date Submitted	Submitted Amount	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
08/01/18	\$681.45	0.00	0.00	0.00	\$681.45
08/02/18	\$828.36	0.00	0.00	0.00	\$828.36
08/03/18	\$719.00	0.00	0.00	0.00	\$719.00
08/04/18	\$1,685.82	0.00	0.00	0.00	\$1,685.82
08/05/18	\$2,216.37	0.00	0.00	0.00	\$2,216.37
08/06/18	\$657.26	0.00	0.00	0.00	\$657.26
08/07/18	\$760.45	0.00	0.00	0.00	\$760.45
08/08/18	\$790.19	0.00	0.00	0.00	\$790.19
08/09/18	\$857.67	0.00	0.00	0.00	\$857.67
08/10/18	\$1,314.54	0.00	0.00	0.00	\$1,314.54
08/11/18	\$1,553.02	0.00	0.00	0.00	\$1,553.02

## YOUR CARD PROCESSING STATEMENT

Merchant Number 373274623991  
 Customer Service Website - www.businessrack.com  
 Phone - 1-800-742-5030

Page 2 of 5

Statement Period 08/01/18 - 08/31/18

### SUMMARY BY DAY

Date Submitted	Submitted Amount	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
08/12/18	\$1,990.72	0.00	0.00	0.00	\$1,990.72
08/13/18	\$724.54	0.00	0.00	0.00	\$724.54
08/14/18	\$277.31	0.00	0.00	0.00	\$277.31
08/15/18	\$742.15	0.00	0.00	0.00	\$742.15
08/16/18	\$1,110.57	0.00	0.00	0.00	\$1,110.57
08/17/18	\$1,179.71	0.00	0.00	0.00	\$1,179.71
08/18/18	\$1,993.07	0.00	0.00	0.00	\$1,993.07
08/19/18	\$2,002.15	0.00	0.00	0.00	\$2,002.15
08/20/18	\$857.17	0.00	0.00	0.00	\$857.17
08/21/18	\$487.82	0.00	0.00	0.00	\$487.82
08/22/18	\$703.78	0.00	0.00	0.00	\$703.78
08/23/18	\$1,045.95	0.00	0.00	0.00	\$1,045.95
08/24/18	\$1,095.50	0.00	0.00	0.00	\$1,095.50
08/25/18	\$1,860.49	0.00	0.00	0.00	\$1,860.49
08/26/18	\$1,725.00	0.00	0.00	0.00	\$1,725.00
08/27/18	\$821.24	0.00	0.00	0.00	\$821.24
08/28/18	\$660.81	0.00	0.00	0.00	\$660.81
08/29/18	\$511.98	0.00	0.00	0.00	\$511.98
08/30/18	\$714.76	0.00	0.00	0.00	\$714.76
08/31/18	\$1,155.65	0.00	0.00	0.00	\$1,155.65
Month End Charge	0.00	0.00	0.00	-\$984.50	-\$984.50
<b>Total</b>	<b>\$33,724.50</b>	<b>0.00</b>	<b>0.00</b>	<b>-\$984.50</b>	<b>\$32,740.00</b>

### SUMMARY BY CARD TYPE

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	\$18.69	256	\$4,785.62	0	0.00	256	\$4,785.62
VISA	\$18.41	884	\$16,276.05	0	0.00	884	\$16,276.05
Discover	\$10.83	3	\$32.50	0	0.00	3	\$32.50
AMEX ACQ	\$20.45	4	\$81.80	0	0.00	4	\$81.80
Debit/Atm	\$16.42	764	\$12,548.53	0	0.00	764	\$12,548.53
<b>Total</b>		<b>1,911</b>	<b>\$33,724.50</b>	<b>0</b>	<b>0.00</b>	<b>1,911</b>	<b>\$33,724.50</b>

### SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
843947010626	08/01/18	\$16.65	24	\$399.71	0	0.00	24	\$399.71
843947010627	08/01/18	\$12.81	22	\$281.74	0	0.00	22	\$281.74
843947020628	08/02/18	\$19.57	19	\$371.80	0	0.00	19	\$371.80
843947020629	08/02/18	\$13.84	33	\$456.56	0	0.00	33	\$456.56
843947030630	08/03/18	\$17.77	25	\$444.14	0	0.00	25	\$444.14
843947030631	08/03/18	\$13.74	20	\$274.86	0	0.00	20	\$274.86
843947040632	08/04/18	\$17.91	50	\$895.53	0	0.00	50	\$895.53
843947040633	08/04/18	\$17.56	45	\$790.29	0	0.00	45	\$790.29
843947050634	08/05/18	\$18.22	65	\$1,184.30	0	0.00	65	\$1,184.30
843947050635	08/05/18	\$18.43	56	\$1,032.07	0	0.00	56	\$1,032.07
843947060636	08/06/18	\$17.93	14	\$251.03	0	0.00	14	\$251.03
843947060637	08/06/18	\$16.93	24	\$406.23	0	0.00	24	\$406.23
843947070638	08/07/18	\$17.09	26	\$444.39	0	0.00	26	\$444.39



**YOUR CARD PROCESSING STATEMENT**

Merchant Number 373274623991  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 3 of 5  
 Statement Period 08/01/18 - 08/31/18

**SUMMARY BY BATCH**

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
843947070639	08/07/18	\$16.63	19	\$316.06	0	0.00	19	\$316.06
843947080640	08/08/18	\$16.87	24	\$404.77	0	0.00	24	\$404.77
843947080641	08/08/18	\$17.52	22	\$385.42	0	0.00	22	\$385.42
843947090642	08/09/18	\$16.39	29	\$475.43	0	0.00	29	\$475.43
843947090643	08/09/18	\$16.62	23	\$382.24	0	0.00	23	\$382.24
843947100644	08/10/18	\$16.29	31	\$504.84	0	0.00	31	\$504.84
843947100645	08/10/18	\$16.52	49	\$809.70	0	0.00	49	\$809.70
843947110646	08/11/18	\$20.12	46	\$925.72	0	0.00	46	\$925.72
843947110647	08/11/18	\$17.43	36	\$627.30	0	0.00	36	\$627.30
843947120648	08/12/18	\$22.50	49	\$1,102.28	0	0.00	49	\$1,102.28
843947120649	08/12/18	\$19.74	45	\$888.44	0	0.00	45	\$888.44
843947130650	08/13/18	\$17.22	19	\$327.16	0	0.00	19	\$327.16
843947130651	08/13/18	\$18.92	21	\$397.38	0	0.00	21	\$397.38
843947140652	08/14/18	\$11.99	6	\$71.93	0	0.00	6	\$71.93
843947140653	08/14/18	\$12.84	16	\$205.38	0	0.00	16	\$205.38
843947150654	08/15/18	\$19.95	20	\$398.93	0	0.00	20	\$398.93
843947150655	08/15/18	\$14.30	24	\$343.22	0	0.00	24	\$343.22
843947160656	08/16/18	\$17.53	25	\$438.20	0	0.00	25	\$438.20
843947160657	08/16/18	\$15.28	44	\$672.37	0	0.00	44	\$672.37
843947170658	08/17/18	\$18.51	36	\$666.48	0	0.00	36	\$666.48
843947170659	08/17/18	\$16.04	32	\$513.23	0	0.00	32	\$513.23
843947180660	08/18/18	\$21.84	63	\$1,375.87	0	0.00	63	\$1,375.87
843947180661	08/18/18	\$17.63	35	\$617.20	0	0.00	35	\$617.20
843947190662	08/19/18	\$19.07	105	\$2,002.15	0	0.00	105	\$2,002.15
843947200663	08/20/18	\$19.48	44	\$857.17	0	0.00	44	\$857.17
843947210664	08/21/18	\$16.82	29	\$487.82	0	0.00	29	\$487.82
843947220665	08/22/18	\$15.30	46	\$703.78	0	0.00	46	\$703.78
843947230666	08/23/18	\$18.35	57	\$1,045.95	0	0.00	57	\$1,045.95
843947240667	08/24/18	\$17.96	61	\$1,095.50	0	0.00	61	\$1,095.50
843947250668	08/25/18	\$18.10	82	\$1,484.08	0	0.00	82	\$1,484.08
843947250669	08/25/18	\$18.82	20	\$376.41	0	0.00	20	\$376.41
843947260670	08/26/18	\$19.39	49	\$950.34	0	0.00	49	\$950.34
843947260671	08/26/18	\$17.21	45	\$774.66	0	0.00	45	\$774.66
843947270672	08/27/18	\$17.93	21	\$376.58	0	0.00	21	\$376.58
843947270673	08/27/18	\$15.88	28	\$444.66	0	0.00	28	\$444.66
843947280674	08/28/18	\$16.03	23	\$368.75	0	0.00	23	\$368.75
843947280675	08/28/18	\$13.91	21	\$292.06	0	0.00	21	\$292.06
843947290676	08/29/18	\$17.53	13	\$227.90	0	0.00	13	\$227.90
843947290677	08/29/18	\$14.95	19	\$284.08	0	0.00	19	\$284.08
843947300678	08/30/18	\$21.64	18	\$389.53	0	0.00	18	\$389.53
843947300679	08/30/18	\$11.21	29	\$325.23	0	0.00	29	\$325.23
843947310680	08/31/18	\$18.00	28	\$503.91	0	0.00	28	\$503.91
843947310681	08/31/18	\$18.10	36	\$651.74	0	0.00	36	\$651.74
<b>Total</b>			<b>1,911</b>	<b>\$33,724.50</b>	<b>0</b>	<b>0.00</b>	<b>1,911</b>	<b>\$33,724.50</b>

**CHARGEBACKS/REVERSALS**

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
No Chargebacks/Reversals for this Statement Period				
<b>Total</b>				<b>0.00</b>

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 373274623991  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

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Statement Period 08/01/18 - 08/31/18

**ADJUSTMENTS**

The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
No Adjustments for this Statement Period		
<b>Total</b>		<b>0.00</b>

**FEES**

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES	Type	Amount
<b>MASTERCARD</b>		
MASTERCARD ASSESSMENT FEE .0013 TIMES \$4785.62	Interchange charges	-\$6.22
MASTERCARD DEBIT SALES DISC .017 DISC RATE TIMES \$462.43	Service charges	-\$7.86
MASTERCARD SALES DISCOUNT .017 DISC RATE TIMES \$575.01	Service charges	-\$9.78
MC LICENSE VOLUME FEE .00008 DISC RATE TIMES \$4785.62	Service charges	-\$0.38
MASTERCARD MID-QUAL SALES DISC .0209 DISC RATE TIMES \$3640.49	Service charges	-\$76.09
MASTERCARD NON-QUAL SALES DISC .029 DISC RATE TIMES \$107.69	Service charges	-\$3.12
MASTERCARD AUTH FEE 259 TRANSACTIONS AT .1	Fees	-\$25.90
MC FOREIGN HANDLING FEE .008 TIMES \$108.81	Fees	-\$0.87
MC NETWORK ACCESS AUTH FEE 252 TRANSACTIONS AT .0195	Fees	-\$4.91
<b>VISA</b>		
VISA ASSESSMENT FEE DB .0013 TIMES \$4013.52	Interchange charges	-\$5.22
VISA ASSESSMENT FEE CR .0013 TIMES \$12262.53	Interchange charges	-\$15.94
VISA MID-QUAL SALES DISCOUNT .0209 DISC RATE TIMES \$4618.23	Service charges	-\$96.52
VISA NON-QUAL SALES DISCOUNT .029 DISC RATE TIMES \$5400.26	Service charges	-\$156.61
VISA DEBIT SALES DISCOUNT .017 DISC RATE TIMES \$4013.52	Service charges	-\$68.23
VISA SALES DISCOUNT .017 DISC RATE TIMES \$2244.04	Service charges	-\$38.15
VISA FOREIGN HANDLING FEE .01 TIMES \$189.67	Fees	-\$1.90
ACQUIRER PROCESSOR FEE DB/PP 249 TRANSACTIONS AT .0155	Fees	-\$3.86
ACQUIRER PROCESSOR FEE CREDIT 633 TRANSACTIONS AT .0195	Fees	-\$12.34
VISA AUTH FEE 884 TRANSACTIONS AT .1	Fees	-\$88.40
<b>DISCOVER</b>		
DISCOVER DUES/ASSESSMENT FEE .0013 TIMES \$32.5	Interchange charges	-\$0.04
DISCOVER NONQUAL SALES DISC .029 DISC RATE TIMES \$18.3	Service charges	-\$0.53
DISCOVER MIDQUAL SALES DISC .0209 DISC RATE TIMES \$14.2	Service charges	-\$0.30
DISCOVER DATA USAGE FEE 3 TRANSACTIONS AT .0195	Service charges	-\$0.06
NETWORK AUTHORIZATION FEE 3 TRANSACTIONS AT .0025	Fees	-\$0.01
DISCOVER AUTH FEE 3 TRANSACTIONS AT .1	Fees	-\$0.30
<b>AMERICAN EXPRESS</b>		
AMEX AUTH FEE 4 TRANSACTIONS AT .1	Fees	-\$0.40
<b>AMEX ACQ</b>		
AMEX NETWORK FEE .0015 TIMES \$81.8	Interchange charges	-\$0.12
AMEX SALES DISCOUNT .017 DISC RATE TIMES \$81.8	Service charges	-\$1.39
<b>Other</b>		
MASTERCARD KILOBYTE FEE	Service charges	-\$0.60
CLOVER SECURITY PLUS MONTHLY	Service charges	-\$17.99
VI BASE II SYSTEM FILE FEE 861 TRANSACTIONS AT .0018	Service charges	-\$1.55
<b>TOTAL TRANSACTION FEES</b>		<b>-\$645.59</b>
<b>DEBIT NETWORK FEES</b>		
STAR WEST	Interchange charges	-\$0.41
INTERLINK	Interchange charges	-\$5.36
STAR SE REGULATED	Interchange charges	-\$1.50
PULSE	Interchange charges	-\$0.25
PULSE PAY LIMITED/PREPAID	Interchange charges	-\$0.94
ILINK BUSINESS REG	Interchange charges	-\$3.72

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 373274623991  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 5 of 5  
 Statement Period 08/01/18 - 08/31/18

<b>FEES</b> Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.			
STAR NE REGULATED	Interchange charges		-\$0.61
INTERLINK PAVD UNREG	Interchange charges		-\$18.36
INTERLINK REGULATED	Interchange charges		-\$116.58
MAESTRO	Interchange charges		-\$5.99
INTERLINK PAVD REG	Interchange charges		-\$43.62
PULSE PAY CHOICE REG	Interchange charges		-\$2.18
STAR NE	Interchange charges		-\$2.46
MAESTRO REGULATED	Interchange charges		-\$3.80
DEBIT/ATM CARD TRANSACTION FEE 764 TRANSACTIONS AT .17	Service charges		-\$129.88
<b>TOTAL DEBIT NETWORK FEES</b>			<b>-\$335.66</b>
<b>ACCOUNT FEES</b>		<b>Type</b>	<b>Amount</b>
MC MONTHLY LOCATION FEE	Fees		-\$1.25
VISA NETWORK FEE CP 1B-01	Fees		-\$2.00
<b>TOTAL ACCOUNT FEES</b>			<b>-\$3.25</b>
<b>TOTAL</b>			<b>-\$984.50</b>
<b>Total Interchange Charges</b>			<b>-\$233.32</b>
<b>Total Service Charges</b>			<b>-\$609.04</b>
<b>Total Fees</b>			<b>-\$142.14</b>
<b>Total (Service Charges, Interchange Charges, and Fees)</b>			<b>-\$984.50</b>

**TOTAL GROSS REPORTABLE SALES BY TIN**

Total dollar amount of aggregate reportable payment card transactions funded and third party network transactions, for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amount, fees, refunded amounts, or any other amounts per respective tax identification number.

Month	Description	Total
JULY	GROSS REPORTABLE SALES-TIN#####8297	\$32,771.36
<b>2018 YTD Gross Reportable Sales</b>		<b>\$154,063.74</b>



# **EXHIBIT**

**H**

One PNC Plaza  
Pittsburgh, PA 15265-0000

## YOUR CARD PROCESSING STATEMENT

CHOIS BEER SHOP LLC  
KYUNG HWA CHOI  
1642 SOUTH ST  
PHILADELPHIA PA 19146-1542

Page 1 of 5

**THIS IS NOT A BILL**

Statement Period	09/01/18 - 09/30/18
Merchant Number	373274623991
Customer Service	Website - <a href="http://www.businessstrack.com">www.businessstrack.com</a> Phone - 1-800-742-5030

### SUMMARY

An overview of account activity for the statement period.

Page 1	<b>Total Amount Submitted</b>	<b>\$39,819.69</b>
Page 3	<b>Chargebacks/Reversals</b>	<b>0.00</b>
Page 3	<b>Adjustments</b>	<b>-\$109.95</b>
Page 4	<b>Fees</b>	<b>-\$1,211.91</b>
<b>Total Amount Processed</b>		<b>\$38,497.83</b>

### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

### SUMMARY BY DAY

Date Submitted	Submitted Amount	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
09/01/18	\$1,541.87	0.00	0.00	0.00	\$1,541.87
09/02/18	\$1,498.43	0.00	0.00	0.00	\$1,498.43
09/03/18	\$1,348.38	0.00	0.00	0.00	\$1,348.38
09/04/18	\$865.23	0.00	0.00	0.00	\$865.23
09/05/18	\$783.87	0.00	0.00	0.00	\$783.87
09/06/18	\$698.67	0.00	0.00	0.00	\$698.67
09/07/18	\$2,388.96	0.00	0.00	0.00	\$2,388.96
09/08/18	\$1,334.00	0.00	0.00	0.00	\$1,334.00
09/09/18	\$2,372.39	0.00	0.00	0.00	\$2,372.39
09/10/18	\$1,011.09	0.00	0.00	0.00	\$1,011.09
09/11/18	\$552.16	0.00	0.00	0.00	\$552.16
09/12/18	\$576.38	0.00	0.00	0.00	\$576.38
09/13/18	\$614.79	0.00	0.00	0.00	\$614.79
09/14/18	\$960.32	0.00	0.00	0.00	\$960.32
09/15/18	\$1,431.66	0.00	0.00	0.00	\$1,431.66
09/16/18	\$2,975.65	0.00	0.00	0.00	\$2,975.65
09/17/18	\$1,140.24	0.00	0.00	0.00	\$1,140.24
09/18/18	\$570.79	0.00	0.00	0.00	\$570.79
09/19/18	\$623.23	0.00	0.00	0.00	\$623.23
09/20/18	\$776.58	0.00	0.00	0.00	\$776.58

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 373274623991  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 2 of 5

Statement Period 09/01/18 - 09/30/18

**SUMMARY BY DAY**

Date Submitted	Submitted Amount	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
09/21/18	\$861.33	0.00	0.00	0.00	\$861.33
09/22/18	\$2,443.82	0.00	-\$109.95	0.00	\$2,333.87
09/23/18	\$3,223.99	0.00	0.00	0.00	\$3,223.99
09/24/18	\$1,076.45	0.00	0.00	0.00	\$1,076.45
09/25/18	\$540.48	0.00	0.00	0.00	\$540.48
09/26/18	\$561.77	0.00	0.00	0.00	\$561.77
09/27/18	\$625.65	0.00	0.00	0.00	\$625.65
09/28/18	\$907.38	0.00	0.00	0.00	\$907.38
09/29/18	\$2,062.42	0.00	0.00	0.00	\$2,062.42
09/30/18	\$3,451.71	0.00	0.00	0.00	\$3,451.71
Month End Charge	0.00	0.00	0.00	-\$1,211.91	-\$1,211.91
<b>Total</b>	<b>\$39,819.69</b>	<b>0.00</b>	<b>-\$109.95</b>	<b>-\$1,211.91</b>	<b>\$38,497.83</b>

**SUMMARY BY CARD TYPE**

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	\$18.86	279	\$5,261.52	0	0.00	279	\$5,261.52
VISA	\$18.85	895	\$16,874.02	0	0.00	895	\$16,874.02
Discover	\$18.11	21	\$380.30	0	0.00	21	\$380.30
AMEX ACQ	\$19.47	28	\$545.25	0	0.00	28	\$545.25
Debit/Atm	\$17.40	963	\$16,758.60	0	0.00	963	\$16,758.60
<b>Total</b>		<b>2,186</b>	<b>\$39,819.69</b>	<b>0</b>	<b>0.00</b>	<b>2,186</b>	<b>\$39,819.69</b>

**SUMMARY BY BATCH**

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
843947010682	09/01/18	\$19.82	46	\$911.53	0	0.00	46	\$911.53
843947010683	09/01/18	\$15.37	41	\$630.34	0	0.00	41	\$630.34
843947020684	09/02/18	\$19.98	23	\$459.48	0	0.00	23	\$459.48
843947020685	09/02/18	\$19.98	52	\$1,038.95	0	0.00	52	\$1,038.95
843947030686	09/03/18	\$23.26	32	\$744.38	0	0.00	32	\$744.38
843947030687	09/03/18	\$20.13	30	\$604.00	0	0.00	30	\$604.00
843947040688	09/04/18	\$17.97	21	\$377.27	0	0.00	21	\$377.27
843947040689	09/04/18	\$16.27	30	\$487.96	0	0.00	30	\$487.96
843947050690	09/05/18	\$15.35	18	\$276.32	0	0.00	18	\$276.32
843947050691	09/05/18	\$13.72	37	\$507.55	0	0.00	37	\$507.55
843947060692	09/06/18	\$16.81	18	\$302.58	0	0.00	18	\$302.58
843947060693	09/06/18	\$13.20	30	\$396.09	0	0.00	30	\$396.09
843947070694	09/07/18	\$21.89	41	\$897.57	0	0.00	41	\$897.57
843947070695	09/07/18	\$19.89	75	\$1,491.39	0	0.00	75	\$1,491.39
843947080696	09/08/18	\$18.06	28	\$505.57	0	0.00	28	\$505.57
843947080697	09/08/18	\$17.63	47	\$828.43	0	0.00	47	\$828.43
843947090698	09/09/18	\$18.99	51	\$968.44	0	0.00	51	\$968.44
843947090699	09/09/18	\$21.27	66	\$1,403.95	0	0.00	66	\$1,403.95
843947100700	09/10/18	\$20.77	29	\$602.25	0	0.00	29	\$602.25
843947100701	09/10/18	\$21.52	19	\$408.84	0	0.00	19	\$408.84
843947110702	09/11/18	\$13.94	15	\$209.07	0	0.00	15	\$209.07
843947110703	09/11/18	\$13.72	25	\$343.09	0	0.00	25	\$343.09
843947120704	09/12/18	\$14.05	15	\$210.76	0	0.00	15	\$210.76
843947120705	09/12/18	\$15.90	23	\$365.62	0	0.00	23	\$365.62

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 373274623991  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 3 of 5

Statement Period 09/01/18 - 09/30/18

**SUMMARY BY BATCH**

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
843947130706	09/13/18	\$17.56	17	\$298.50	0	0.00	17	\$298.50
843947130707	09/13/18	\$13.18	24	\$316.29	0	0.00	24	\$316.29
843947140708	09/14/18	\$18.62	43	\$800.62	0	0.00	43	\$800.62
843947140709	09/14/18	\$11.41	14	\$159.70	0	0.00	14	\$159.70
843947150710	09/15/18	\$17.47	81	\$1,414.82	0	0.00	81	\$1,414.82
843947150711	09/15/18	\$8.42	2	\$16.84	0	0.00	2	\$16.84
843947160712	09/16/18	\$19.58	152	\$2,975.65	0	0.00	152	\$2,975.65
843947170713	09/17/18	\$19.00	60	\$1,140.24	0	0.00	60	\$1,140.24
843947180714	09/18/18	\$15.06	34	\$512.14	0	0.00	34	\$512.14
843947180715	09/18/18	\$19.55	3	\$58.65	0	0.00	3	\$58.65
843947190716	09/19/18	\$16.05	37	\$593.73	0	0.00	37	\$593.73
843947190717	09/19/18	\$9.83	3	\$29.50	0	0.00	3	\$29.50
843947200718	09/20/18	\$18.17	21	\$381.50	0	0.00	21	\$381.50
843947200719	09/20/18	\$14.63	27	\$395.08	0	0.00	27	\$395.08
843947210720	09/21/18	\$15.23	29	\$441.81	0	0.00	29	\$441.81
843947210721	09/21/18	\$15.54	27	\$419.52	0	0.00	27	\$419.52
843947220722	09/22/18	\$19.13	67	\$1,281.56	0	0.00	67	\$1,281.56
843947220723	09/22/18	\$16.84	69	\$1,162.26	0	0.00	69	\$1,162.26
843947230724	09/23/18	\$19.74	97	\$1,915.08	0	0.00	97	\$1,915.08
843947230725	09/23/18	\$20.14	65	\$1,308.91	0	0.00	65	\$1,308.91
843947240726	09/24/18	\$20.95	34	\$712.30	0	0.00	34	\$712.30
843947240727	09/24/18	\$17.34	21	\$364.15	0	0.00	21	\$364.15
843947250728	09/25/18	\$18.10	16	\$289.53	0	0.00	16	\$289.53
843947250729	09/25/18	\$15.68	16	\$250.95	0	0.00	16	\$250.95
843947260730	09/26/18	\$15.37	20	\$307.34	0	0.00	20	\$307.34
843947260731	09/26/18	\$15.90	16	\$254.43	0	0.00	16	\$254.43
843947270732	09/27/18	\$15.83	21	\$332.40	0	0.00	21	\$332.40
843947270733	09/27/18	\$15.43	19	\$293.25	0	0.00	19	\$293.25
843947280734	09/28/18	\$15.32	24	\$367.75	0	0.00	24	\$367.75
843947280735	09/28/18	\$14.99	36	\$539.63	0	0.00	36	\$539.63
843947290736	09/29/18	\$21.06	55	\$1,158.21	0	0.00	55	\$1,158.21
843947290737	09/29/18	\$17.39	52	\$904.21	0	0.00	52	\$904.21
843947300738	09/30/18	\$21.44	78	\$1,672.69	0	0.00	78	\$1,672.69
843947300739	09/30/18	\$18.93	94	\$1,779.02	0	0.00	94	\$1,779.02
<b>Total</b>			<b>2,186</b>	<b>\$39,819.69</b>	<b>0</b>	<b>0.00</b>	<b>2,186</b>	<b>\$39,819.69</b>

**CHARGEBACKS/REVERSALS**

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
No Chargebacks/Reversals for this Statement Period				
<b>Total</b>				<b>0.00</b>

**ADJUSTMENTS**

The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
09/22/18	MISC ADJUSTMENT ANNUAL FEE	-\$109.95
<b>TOTAL</b>		<b>-\$109.95</b>



**YOUR CARD PROCESSING STATEMENT**

Merchant Number 373274623991  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

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Statement Period 09/01/18 - 09/30/18

**FEES**

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

**TRANSACTION FEES**

	Type	Amount
<b>MASTERCARD</b>		
MASTERCARD ASSESSMENT FEE .0013 TIMES \$5261.52	Interchange charges	-\$6.84
MASTERCARD MID-QUAL SALES DISC .0209 DISC RATE TIMES \$3479.05	Service charges	-\$72.71
MASTERCARD SALES DISCOUNT .017 DISC RATE TIMES \$471.54	Service charges	-\$8.02
MASTERCARD NON-QUAL SALES DISC .029 DISC RATE TIMES \$877.53	Service charges	-\$25.45
MASTERCARD DEBIT SALES DISC .017 DISC RATE TIMES \$34.07	Service charges	-\$0.58
MC DEBIT MID-QUAL SALES DISC .0209 DISC RATE TIMES \$399.33	Service charges	-\$8.35
MC LICENSE VOLUME FEE .00008 DISC RATE TIMES \$5261.52	Service charges	-\$0.42
MASTERCARD AUTH FEE 269 TRANSACTIONS AT .1	Fees	-\$26.90
MC CVC2 TRANSACTION FEE 72 TRANSACTIONS AT .0025	Fees	-\$0.18
MC FOREIGN HANDLING FEE .008 TIMES \$56.45	Fees	-\$0.45
MC NETWORK ACCESS AUTH FEE 265 TRANSACTIONS AT .0195	Fees	-\$5.17
<b>VISA</b>		
VISA ASSESSMENT FEE CR .0013 TIMES \$12471.26	Interchange charges	-\$16.21
VISA ASSESSMENT FEE DB .0013 TIMES \$4402.76	Interchange charges	-\$5.72
VISA MID-QUAL SALES DISCOUNT .0209 DISC RATE TIMES \$3890.35	Service charges	-\$81.31
VISA NON-QUAL SALES DISCOUNT .029 DISC RATE TIMES \$7084.04	Service charges	-\$205.44
VI DEBIT MID-QUAL SALES DISC .0209 DISC RATE TIMES \$15.7	Service charges	-\$0.33
VISA DEBIT SALES DISCOUNT .017 DISC RATE TIMES \$1013.46	Service charges	-\$17.23
VISA SALES DISCOUNT .017 DISC RATE TIMES \$1496.87	Service charges	-\$25.45
VI DEBIT NON-QUAL SALES DISC .029 DISC RATE TIMES \$3373.6	Service charges	-\$97.83
VISA AUTH FEE 875 TRANSACTIONS AT .1	Fees	-\$87.50
VISA FOREIGN HANDLING FEE .01 TIMES \$85.87	Fees	-\$0.86
ACQUIRER PROCESSOR FEE CREDIT 608 TRANSACTIONS AT .0195	Fees	-\$11.86
ACQUIRER PROCESSOR FEE DB/PP 266 TRANSACTIONS AT .0155	Fees	-\$4.12
<b>DISCOVER</b>		
DISCOVER DUES/ASSESSMENT FEE .0013 TIMES \$380.3	Interchange charges	-\$0.49
DISCOVER MIDQUAL SALES DISC .0209 DISC RATE TIMES \$331.62	Service charges	-\$6.93
DISCOVER DEBIT SALES DISCOUNT .017 DISC RATE TIMES \$17.8	Service charges	-\$0.30
DISCOVER DATA USAGE FEE 21 TRANSACTIONS AT .0195	Service charges	-\$0.41
DISCOVER NONQUAL SALES DISC .029 DISC RATE TIMES \$30.88	Service charges	-\$0.90
NETWORK AUTHORIZATION FEE 18 TRANSACTIONS AT .0025	Fees	-\$0.05
DISCOVER AUTH FEE 18 TRANSACTIONS AT .1	Fees	-\$1.80
<b>AMERICAN EXPRESS</b>		
AMEX AUTH FEE 23 TRANSACTIONS AT .1	Fees	-\$2.30
<b>AMEX ACQ</b>		
AMEX NETWORK FEE .0015 TIMES \$545.25	Interchange charges	-\$0.82
AMEX MID-QUAL SALES DISCOUNT .0235 DISC RATE TIMES \$76.7	Service charges	-\$1.80
AMEX SALES DISCOUNT .017 DISC RATE TIMES \$468.55	Service charges	-\$7.97
<b>Other</b>		
CLOVER SECURITY PLUS MONTHLY	Service charges	-\$17.99
MASTERCARD KILOBYTE FEE	Service charges	-\$0.59
VI BASE II SYSTEM FILE FEE 840 TRANSACTIONS AT .0018	Service charges	-\$1.51
AVS WATS AUTHORIZATION FEE 3 TRANSACTIONS AT .035	Fees	-\$0.11
<b>TOTAL TRANSACTION FEES</b>		<b>-\$752.90</b>
<b>DEBIT NETWORK FEES</b>		
INTERLINK	Interchange charges	-\$9.72
INTERLINK REGULATED	Interchange charges	-\$149.05
PULSE PAY CHOICE REG	Interchange charges	-\$1.84
STAR SE REGULATED	Interchange charges	-\$3.64
ILINK BUSINESS REG	Interchange charges	-\$3.44
MAESTRO	Interchange charges	-\$5.55
INTERLINK PAVD REG	Interchange charges	-\$51.82
STAR NE REGULATED	Interchange charges	-\$0.90
INTERLINK PAVD UNREG	Interchange charges	-\$24.53

**YOUR CARD PROCESSING STATEMENT**

Merchant Number 373274623991  
 Customer Service Website - www.businesstrack.com  
 Phone - 1-800-742-5030

Page 5 of 5  
 Statement Period 09/01/18 - 09/30/18

<b>FEES</b>		
Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.		
MAESTRO REGULATED	Interchange charges	-\$5.09
STAR WEST	Interchange charges	-\$3.88
PULSE PAY LIMITED/PREPAID	Interchange charges	-\$0.55
STAR NE	Interchange charges	-\$0.99
ILINK BUSINESS	Interchange charges	-\$0.25
DEBIT/ATM CARD TRANSACTION FEE 963 TRANSACTIONS AT .17	Service charges	-\$163.71
<b>TOTAL DEBIT NETWORK FEES</b>		<b>-\$424.96</b>
<b>ACCOUNT FEES</b>		
	Type	Amount
MC MONTHLY LOCATION FEE	Fees	-\$1.25
VISA NETWORK FEE CP 1B-01	Fees	-\$2.00
VI TRANSACTION INTEGRITY FEE 308 TRANSACTIONS AT .1	Fees	-\$30.80
<b>TOTAL ACCOUNT FEES</b>		<b>-\$34.05</b>
<b>TOTAL</b>		<b>-\$1,211.91</b>
<b>Total Interchange Charges</b>		<b>-\$291.33</b>
<b>Total Service Charges</b>		<b>-\$745.23</b>
<b>Total Fees</b>		<b>-\$175.35</b>
<b>Total (Service Charges, Interchange Charges, and Fees)</b>		<b>-\$1,211.91</b>

**TOTAL GROSS REPORTABLE SALES BY TIN**

Total dollar amount of aggregate reportable payment card transactions funded and third party network transactions, for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amount, fees, refunded amounts, or any other amounts per respective tax identification number.

Month	Description	Total
AUGUST	GROSS REPORTABLE SALES-TIN#####8297	\$33,724.50
	<b>2018 YTD Gross Reportable Sales</b>	<b>\$187,788.24</b>



JS 44 (Rev. 11/15)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 Choi's Beer Shop, LLC and Abramoff Law Offices

**(b)** County of Residence of First Listed Plaintiff Philadelphia Cty, PA  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
 E. Adam Webb/Webb, Klase & Lemond, LLC/1900 The Exchange S.E.,  
 Suite 480/Atlanta, GA 30339/(770) 444-0773

**DEFENDANTS**  
 PNC Merchant Services Co., L.P.

County of Residence of First Listed Defendant New Castle Cty, DE  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
 Justin J. Kontul/Reed Smith LLP/Reed Smith Centre/225 Fifth Avenue/  
 Pittsburgh, PA 15222-2716/(412) 288-3131

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. Sec. 1332(d)(2)

Brief description of cause:  
Defendant overcharged Plaintiffs for payment processing services

**VII. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE Garaufis    DOCKET NUMBER 17-cv-6255-NGG-CLP

DATE 10/22/2018    SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY: RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, E. Adam Webb, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:  
Plaintiffs have no parent corporations and no publicly held corporations own 10% or more of their stock.

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No

c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No

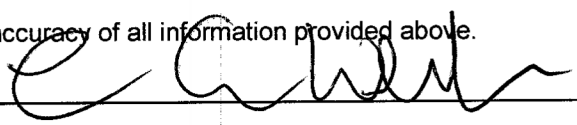
(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.  
 Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?  
 Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: 

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [PNC Merchant Services Company Accused of Charging Excessive Fees for Payment Processing](#)

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