worldpay

Merchant Processing Agreement
Application and General Terms and Conditions

4.2023-WP

MERCHANT INFORMATION

To help the 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 individual or business that opens an account. What this means to you— When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and/or other identifying documents.

Federal Tax ID	Number of Locations	Has this Business Ever Filed Bankruptcy?	Any present intent to file bankruptcy?
		☐ Yes Date:_____	☐ Yes ☐ No

Business Legal Name (if organized as a Sole Proprietorship, Must be Owner's Personal Name) – to avoid IRS penalties, Legal Name must match federal Income Tax Return

Doing Business As ("DBA")/Disregarded Entity/Store Name (Store Name is name that will appear on receipt)		Store Number	MCC/SIC	
Physical Address (Physical address only—No PO Boxes)	Years at Address	City	State	Zip
Mailing Address (If Different from Physical Address)		City	State	Zip

Business Phone (include Area Code)	Customer Service Phone (include Area Code)	Email Address (For iQ registration, and, in our discretion, notifications)
Business Fax (Include Area Code)	Designated Account Routing and Transit Number 1._____ Deposit Account 2._____ Fee Account (if different than Deposit Account) 3._____ Exception Account (if different than Fee Account)	Designated Account DDA Number 1._____ Deposit Account 2._____ Fee Account (if different than Deposit Account) 3._____ Exception Account (if different than Fee Account)

Is Merchant a government entity or an entity at least 50% owned or controlled by a government entity: ☐ Yes

If Yes, list country name of owning or controlling government entity:_____

OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Type of Legal Entity

☐ Association/Estate/Trust ☐ Individual/Sole Proprietor ☐ LLC ☐ Partnership ☐ Publicly Traded Corporation
☐ Government (Federal/State/Local) ☐ Financial Institution ☐ Non-Profit/Tax-Exempt ☐ Private Corporation ☐ SEC Registered/Other

Control Owner	Name	Title		Social Security Number	Date of Birth
Home Address (Physical address only—No PO Boxes)					Home Phone
City			State	ZIP	Cell Phone
Driver's License		Date of Issue		Date of Expiration	
Beneficial Owner	Name	Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical address only—No PO Boxes)					Home Phone
City			State	ZIP	Cell Phone
Driver's License		Date of Issue		Date of Expiration	
Beneficial Owner	Name	Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical address only—No PO Boxes)					Home Phone
City			State	ZIP	Cell Phone
Driver's License		Date of Issue		Date of Expiration	
Beneficial Owner	Name	Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical address only—No PO Boxes)					Home Phone
City			State	ZIP	Cell Phone

worldpay

Merchant Processing Agreement
Application and General Terms and Conditions

4.2023-WP

Driver's License		Date of Issue		Date of Expiration	
Beneficial Owner Name		Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical address only—No PO Boxes)					Home Phone
City			State	ZIP	Cell Phone
Driver's License		Date of Issue		Date of Expiration	

ADDITIONAL INFORMATION

Current Ownership Established (Date): _____

Business Established (Date):_____

Do you Currently Accept Credit Cards? ☐ Yes ☐ No

Who is your Current Processor? _____

Merchandise/Services Sold_____

_____

For Card Not Present Transactions – Merchandise is delivered

☐ Physical ☐ Electronic ☐ Both

Average ticket $_____

High Ticket $_____

Average number of days from when cardholder is charged & when products or services are received IN FULL by cardholder? _____

Seasonal? ☐ No ☐ Yes (If Yes, select Months Active)

Months Active:

Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec ☐

Warranties Provided by Merchant (excluding manufacturer warranties):

☐ None ☐ 30-Day ☐ 60-Day ☐ 90-Day ☐ 1-Year ☐ Lifetime

Return Policy:

☐ None ☐ 3-Day ☐ 30-Day ☐ 60-Day ☐ >60 Days ☐ All Sales Final ☐ Exchange/Store Credit Only

Chargeback Percentage _____%

Return Percentage _____%

Have you had more than 25 chargebacks in the past 12 months?

☐ Yes ☐ No

Card Present _____% +

Card Not Present _____% =

Total 100%

Business to Business _____%

Internet Transaction _____%

Website (required for Internet sales) _____

Visa/MC/Discover volume related to pre-paid Sales? _____%

Percentage Required for Pre-Payment or Down Payment? _____%

American Express volume related to pre-paid Sales? _____%

Estimated Total Visa/MC/discover Monthly Volume $_____

Estimated Total American Express Monthly Volume $_____

☐ I am electing to opt out of receiving American Express Marketing Materials.

Has this Business, or any of its predecessors or affiliates, ever been fined by Visa® or MasterCard® Discover® or American Express®? ☐ Yes ☐ No

If Yes, ☐ Visa® ☐ MasterCard® ☐ Discover® ☐ American Express®

SITE VISIT

☐ Merchant proceeds deposited into Member Bank account

☐ Personal visit by a sales representative Date

☐ Interior and exterior photos of the Merchant's location are attached.

☐ Not required due to Franchise or Association exception

☐ Inspection report completed and included with supporting documentation

Was site consistent with Merchant's represented business? ☐ Yes ☐ No

GENERAL TERMS AND CERTIFICATION

- "Merchant Processing Agreement" (herein collectively "**Agreement**") consists of the following component parts all of which are incorporated by reference herein and constitute the entire agreement between the parties and supersede all prior agreements or representations between the parties whether written or oral with respect to the subject matter herein: (1) the application which consists of this page and the preceding page "Application" and the following Price Schedule as titled respectively, (2) the Merchant Processing Agreement Terms and Conditions, and (3) any and all other applicable addenda, schedules, exhibits, attachments, or amendments thereto. Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this paragraph have the meanings specified in the Merchant Processing Agreement Terms and Conditions. Each person signing immediately below this paragraph (each, as "**Signer**") certifies that (i) he or she is an officer, owner, principal, or other authorized representative of the legal entity or sole proprietor identified on page 1 of the Agreement (the "**Merchant**" **or "you" or "your"**), (ii) he or she has received a full and complete copy of this Agreement, (iii) he or she has read, understands, and accepts all of the terms and conditions in this paragraph and elsewhere in the Agreement, AND (iv) all of the information contained in the Application is true, accurate, and complete.
- No modifications, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by us) you or Signer make to the Agreement will be effective unless we consent to them in a separate writing. This Agreement may be executed in counterparts. A scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as an original. Each undersigned represents and warrants that he or she is authorized to sign on behalf of the legal entity named in this Agreement and to bind such entity to the terms of this Agreement.
- **By signing below, Signer(s), on behalf of the Merchant, (i) agree(s) to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledge(s) Merchant is aware of and must comply with the Rules Summary, and Operating Regulations.** Signer(s) individually authorize(s) Processor (herein "**Processor**", "**us**" or "**our**" or "**we**") or our representative to (i) investigate him, her, or Merchant by utilizing a third-party credit reporting agency, including by obtaining consumer credit reports on such signer(s); (ii) share information provided in the Merchant Processing Agreement Application with third parties for fraud and risk purposes; and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event we do not approve your application for Services, you authorize us to share any information you have provided in this Agreement with our strategic partner for the possible provision of substantially similar services.
- Signer(s), on behalf of the Merchant, irrevocably authorizes us to initiate Automated Clearing House ("ACH") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to us or payable to Merchant pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, Signer(s), on behalf of the Merchant, authorizes us to immediately correct such error. This ACH Authorization shall remain in full force and effect until we have collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to us and the execution of any forms or instruments deemed reasonably necessary by us.
- **Signer(s) certify/certifies under penalty of perjury that:**
  1. **The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and**
  2. **I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**
  3. **I am a U.S. citizen or other U.S. person**

Initial Term: 3 Year(s) | ***The Terms and Conditions of the Agreement determine when this Merchant Processing Agreement/Application and Price Schedule become effective.***

The Internal Revenue Service does not require your or Signer(s) consent to any provision of this document other than the certifications required to avoid backup withholding.

MERCHANT PROCESSING AGREEMENT ACKNOWLEDGEMENT

You acknowledge receipt of the Merchant Processing Agreement, the Application, the Price Schedule, and any other applicable amendments, schedules, exhibits, and attachments (collectively the **"Agreement"),** including the documents listed below. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. You represent that you have read the Agreement, including the portions contained on our agreement website (https://empower2.fisglobal.com/smbcontract.html), and you understand its terms and agree to be bound by them (including terms that we add or amend from time to time without notice and in our sole discretion). Whether or not we have formally approved your application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. You can request a copy of the Agreement at any time by contacting a Customer Service Representative at (866) 622-2390 or your Relationship Manager.

- Terms and Conditions (4.2023)
- Network Interchange Schedules (as applicable)
- Rules Summary
- Visa Disclosures
- Addendum A – General Services Addendum
- Privacy Notice

	Merchant Signature	Printed Name	Title	Date
1				
2				

Sales Representative Signature	Printed Name	Date

MEMBER BANK: Fifth Third Bank, N.A., located at 38 Fountain Square Plaza, Cincinnati, OH 45263

UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

In exchange for our and Member Bank's acceptance of this Agreement, each person signing immediately below this paragraph (each a "Guarantor") is signing this Agreement as a Guarantor of the Merchant identified on page 1 of the Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Merchant Processing Agreement Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Unlimited Guaranty provisions. Each Guarantor individually consents and authorizes Processor, Member Bank, and/or either of their representatives, affiliates and assigns to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit-reporting agency.

	Signature	Printed Name	Date	Social Security Number	Date of Birth
1					
Home Address (Physical address only—No PO Boxes)				Home Phone Number	Cell Phone Number
2					
Home Address (Physical address only—No PO Boxes)				Home Phone Number	Cell Phone Number

Merchant Processing Agreement
Price Schedule

4.2023-WP

Refer to Section 6 "Fees and Other Services" of the Terms and Conditions for additional pricing disclosures. You are responsible for and agree to pay all fees and charges we assess or that are associated with any services provided to you, including services not initially provided to you, and Additional Services and Optional Services as defined in the Agreement. PLEASE NOTE THAT CERTAIN MCC CODES ARE SUBJECT TO UNDERWRITING FEES, WHICH ARE IN ADDITION TO THE FEES IN THE TRANSACTION PRICING SECTION AND APPEAR IN THE ADDITIONAL FEES PRICING SECTION OF THIS APPLICATION. IF YOU HAVE QUESTIONS ABOUT WHETHER YOUR ACCOUNT IS SUBJECT TO UNDERWRITING FEES, PLEASE REFER TO THE TERMS AND CONDITIONS AND ADDENDUM A OR ASK YOUR REPRESENTATIVE FOR MORE INFORMATION.

RATES AND FEES

Billing Frequency: ☐ Daily ☐ Monthly

CREDIT AND SIGNATURE DEBIT TRANSACTION PRICING

Visa/MasterCard/Discover/American Express OptBlue/PayPal Program

	Discount Rate	Transaction Fee
Flat Rate Pricing		
☐ **Flat Rate Pricing**[16]	_____%	+ $_____
☐ **Flat Rate Plus Pricing**[16]		
Regulated Debit	_____%	+ $_____
Credit and Signature Debit (other than Regulated Debit)	Above Regulated Debit rate + 1.00%	
Non-fully qualified transactions will be assessed the above Flat Rate Plus Pricing Discount Rate and Transaction Fee plus an additional Discount Rate of 2.00% (See Terms and Conditions under the section heading Tiered Transaction Pricing.)		
Tiered Pricing		
☐ **Tiered Pricing**[1] Qualified	_____%	+ $_____
Mid-Qualified	_____%	+ $_____
Non-Qualified	_____%	+ $_____
High-Risk transactions will be assessed the Non-Qualified Discount Rate and Transaction Fee plus an additional Discount Rate of up to .75% (See Terms and Conditions under the section heading Tiered Transaction Pricing).		

American Express OptBlue Program[2]:
Is annual volume less than $1,000,000.00? ☐ Yes ☐ No
If No, you are not eligible for the American Express OptBlue Program unless your Merchant Category Code is exempt from the $1,000,000 annual volume threshold according to current American Express OptBlue Program limitations.
(If No and your volume decreases to less than $1,000,000.00, you may be converted to the American Express OptBlue Program unless you have elected to opt out.)
Communication Fee ☐ Yes ☐ No.
(If Yes, you shall be assessed a communication fee of $0.10/transaction for American Express)
_____ By initialing here, you elect to opt-out of the American Express OptBlue Program.

American Express Direct[2] Account Number (if applicable):_____

American Express Direct Merchant Transaction Fee: $ _____ (this fee is in addition to any other applicable fees)

Interchange Plus Pricing

☐ **Interchange+ Pricing** [3]	_____%	+ $_____

Transaction Risk Fee Unless the box immediately below is checked, Interchange+ Pricing includes a Transaction Risk Fee from _____% up to 0.85% in addition to your Discount Rate and applies to transactions that carry a higher degree of risk as described in the Terms and Conditions under the section heading Transaction Risk Fees.

☐ Transaction Risk Fee Not Applicable when checked

PIN DEBIT/EBT TRANSACTION PRICING

PIN Debit Pricing	Discount Rate	Transaction Fee
☐ Interchange+[3]	_____%	+ $_____
☐ Flat Rate[4]	_____%	+ $_____

☐ Electronic Benefits Transfer (EBT)	Monthly Fee	Transaction Fee
	$_____	+ $_____
Merchant FCS Number:		
Merchant Card Not Present FCS Number:		

SECURITY PRODUCTS & FEES

☐ **SaferPayments Basic** (Currently Included in Flat Rate) — $24.95/Month/MID (capped at 20 MIDs or $499/Month)

SaferPayments Basic option includes PCI assessment tools and Breach Assistance. (Refer to Addendum A Section A.21)

PCI Non-Validation Fee — $49.95/Month/MID (capped at $400/Month/Chain) (Refer to Terms and Conditions Section 6.G)

☐ **SaferPayments Managed**

Tiered and Interchange Plus Pricing: $49.95/Month/MID (capped at 20 MIDs or $999/Month)

Flat Rate Pricing: $25.00/Month/MID (capped at 20 MIDs or $499/Month)

SaferPayments Managed option includes Managed PCI Support, PCI assessment tools, Cyber Security and compliance tools and Breach Assistance. (Refer to Addendum A Section A.21). Merchant acknowledges that additional terms and conditions apply to the use of this service, and hereby agrees to be bound by such terms.

EMV Non-Enabled Fee *[5]

Low Risk	0.05% of gross sales per month
Moderate Risk	0.15% of gross sales per month
High Risk	0.27% of gross sales per month

☐ **Tokenization*** (Currently Included in Flat Rate) — $0.025/transaction (Refer to Addendum A Section A.21)

ADDITIONAL FEES PRICING

Access Fees (choose one) *
☐ 0.15% Network & Processor Access Fee[6] ☐ Pass-through[7]
(If no box or more than one box is checked in this section, we will assess the default rate of 0.15% on Visa, MasterCard, Amex, and Discover volume.)

Digital Acquirer Fee* — 0.03% / transaction

Minimum Bill — $30.00/Month

Signature Merchant Location Fee* — $2.50 / Month / Chain

Annual Fee* — $199.00/Year/MID

Monthly Discount Adjustment* — 0.06% of gross sales amount of each transaction settled monthly

Merchant Processing Agreement
Price Schedule

4.2023-WP

Compliance and Regulatory Fee* $159.00/Year/MID (capped at $3,000/Chain)	**Underwriting Fee.* The Underwriting Fee applies to certain MCC codes and is in addition to other fees and charges. See below for details[8]** Tier I 0.35% of total Credit, Debit Signature, and PIN Debit gross volume Tier II 0.25% of total Credit, Debit Signature, and PIN Debit gross volume Tier III 0.15% of total Credit, Debit Signature, and PIN Debit gross volume Tier IV 0.10% of total Credit, Debit Signature, and PIN Debit gross volume

Application Fee*	$_____	**Paper Statement Fee * (per Month/Chain)**	$_____	**Retrievals Documentation Fee***	$_____
Setup/Installation Fee*	$_____	**Monthly Service Fee * (per Month/MID)**	$_____	**Batch Fee* (per item)**	$_____
Non-Worldpay FFE Auth[9] * (per authorization)	$_____	**Early Deconversion Fee * (per Chain) (Refer to Terms and Conditions, Section 7.b)**	$_____	**Chargeback Service Fee** For Tiered and Interchange Plus Pricing: (Refer to Addendum A Section A.18 for details) For Flat Rate Pricing: $30.00 per Occurrence	
		Everyday Funding Monthly Service Fee (per MID)[18]	$_____		

ADDITIONAL PRODUCTS

TruSpend Shopper ☐ Analytics Lite $10.00/Month	☐ **ReviewTrackers** $24.95/Month/MID	☐ **Authorize.Net[11]** Setup Fee $_____/MID Monthly Fee $_____/Month/MID Transaction Fee $_____	☐ **FastAccess™ Funding Program Services[12]** _____% per dollar of accelerated Funding $_____per deposit under such service
☐ **ROAMPay[14]** $6.95/Month/TID	☐ **Swipe Simple Basic[14,15]** Setup Fee $_____/MID Monthly Fee $_____/Month/MID Additional User Fee $_____/Month/user ID	☐ **Swipe Simple Register[15]** Setup Fee $_____/MID Monthly Fee $_____/Month/MID Additional User Fee $_____/Month/user/ID	

☐ **OmniFlex Services**

Setup Fee $_____/MID

Monthly Fee $_____/Month/MID

Transaction Fee $_____/Transaction (per inquiry to include authorization, settlement and transaction management requests (i.e. credits, reversals, etc)).

An encrypted card reader or PIN Pad is required for retail card present merchants. This fee does not include the cost of the required card reader, PIN Pad or encryption fees.

☐ **GoDaddy Services[19]**

Please select one of the options below. Merchant's selection will be used to assist with implementation, but Merchant may modify its election in its agreement with GoDaddy. If no box is checked in this section, Premium Terminal shall be the standard option.

☐ Basic Terminal[1]
☐ Premium Terminal[2]
☐ Omni-Commerce Terminal[3]
☐ E-commerce Only[4]

[1] Poynt C or Newland 910 terminal with basic GoDaddy Merchant Portal features and functionality. No e-commerce.

[2] Poynt C or Newland 910 terminal with enhanced GoDaddy Merchant Portal features and functionality. No e-commerce.

[3] Includes e-commerce site and a Poynt C or Newland 910 terminal with enhanced GoDaddy Merchant Portal features and functionality.

[4] E-commerce account (either DIY or DIFY)

Setup Fee $_____

Monthly Fee $_____/Month/MID

Transaction Fee $_____/transaction

INITIAL EQUIPMENT ORDER INFORMATION AND PRICING

(**L**= Lease **S**= Purchase **O**= Reprogram **R**= Rental **SP**= Special Program) (Excludes Shipping and Handling)

Environment(s) _____ Front-end(s) _____

Model	Quantity	Pmt Code	Unit Price

The above pricing for Equipment is for first equipment order only. Thereafter, any Equipment you order will be charged at our standard rates unless otherwise indicated via an amendment. If at any time your lease application is declined or in default (i) we reserve the right to assess our then current standard rates for your equipment or terminal hardware, (ii) we may require you to sign an amendment to this Agreement (iii) and the terms of this Agreement will remain in full force and effect. In addition, in the event the lease application requires additional verification and/or paperwork to activate the lease and you do not comply with such requirements for activation, we reserve the right to assess our then current standard rates for your equipment or terminal hardware.

Merchant Processing Agreement
Price Schedule

4.2023-WP

PAYMENT APPLICATION DATA
All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide us with evidence that Merchant (a) has successfully completed a Self-Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. We may offer one or more PCI products or services (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. Information on the PCI Program is set forth in Section 6.G of the Terms and Conditions and the applicable fees for the PCI Program are set forth above in this Merchant Application within the SaferPayments Security. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA-DSS"). Although you may have provided information to us regarding your processing and payment application(s), we have not and will not provide you with any advice, nor have we or will we endorse or validate your payment application as being in compliance with the Payment Application Data Security Standard (PA DSS), the PCI DSS, or Visa's Payment Application Best Practices (PABP). You acknowledge and agree that you have reviewed and confirmed that your application(s) complies with the PA DSS, the PCI DSS, and the PABP. You agree to allow us to work directly with the third party provider(s) indicated below to implement the Services. You acknowledge and agree that in order to implement the Services, we may disclose Confidential Information to such third parties.
Have you suffered a system intrusion or "hack" that resulted in the compromise of account data? ☐ Yes ☐ No
☐ Payment Gateway (e.g. Authorize.net, etc.) Name of Service Provider/Gateway:
Service Provider/Gateway Address and Phone Number:
☐ VAR/3rd Party Multi – Reseller: (Refer to Addendum A Section E. or Special Amendment – Additional Services)
☐ Other Third Party Service Providers with Access to Cardholder Data (please list):

Name of Third Party Service Provider	Address and Phone Number

Merchant Compliance Contact Information	
Name:	Phone Number:
Email Address (if preferred form of communication):	

Integrated Software Solution (e.g. Micros, Aloha etc.)

If not using a payment application (i.e. software) to process transactions, please mark "N/A" in the Payment Application Vendor and Payment Application Name section. Please provide all possible information regarding terminals and Integrated Software Solutions. Provide a separate document, if necessary.

Payment Application Vendor		Payment Application Vendor	
Payment Application Name		Payment Application Name	
Payment Application Vendor Phone Number		Payment Application Vendor Phone Number	
Version Number		Version Number	
Last Upgrade		Last Upgrade	
Type of Connection (e.g. Dial-up, Internet, etc.)		Type of Connection (e.g. Dial-up, Internet, etc.)	

[1] Network Interchange Fees are included. Authorizations not settled will be assessed an Authorization Fee equal to the Qualified Transaction Fee.

[2] American Express Direct transactions shall be assessed an additional fee of $0.03 per transaction. The $0.03 transaction fee does not apply to Interchange Plus pricing methodology or to merchants participating in the American Express Program. If you have elected for the Marketing Opt-out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources.

[3] Network Fees and Communication Fees are assessed separately. Refer to Addendum A for further details.

[4] Network Interchange and Switch Fees are included.

[5] Fee is assessed if you do not have EMV enabled equipment and/or software and is determined based on the chargeback liability risk of your MCC as determined by us. Transactions evaluated monthly at MID level and assessed at chain level when applicable. Based on the gross sales amount of each card present transaction.

[6] If selected, this fee will be assessed on all Visa, MasterCard, Discover, and American Express volume and is subject to $10 monthly minimum. We may, in our sole discretion elect to waive this fee and instead assess to you the following fees as pass-through fees (which may be as an allocation): (i) the Visa Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee); and (iv) American Express Access Fee.

[7] If this box is checked, the Visa Fixed Acquirer Network Fee ("FANF"),MasterCard Acquirer Fee, Discover Access Fee, and American Express Access Fee will be assessed to you as pass-through, which may be as an allocation.

[8] We will assign you an MCC code based on your type of business. Certain MCC codes pose a greater operation risk on us. You will be assessed an Underwriting Fee if you fall into one of the below MCC codes. Refer to Addendum A for MCC code descriptions.

Tier I consists of the following MCC codes: 4816, 5960, 5965, 5966, 5968, 5969, 6051, 6211, 7995.
Tier II consists of the following MCC codes: 4121, 4131, 5912, 5933, 5946, 5962, 5963, 5967, 5993, 7297, 7321, 9223.
Tier III consists of the following MCC codes: 4722, 5712, 5734, 5964, 7012, 7277, 7922, 7997.
Tier IV consists of the following MCC Codes: 5122, 5499, 5921, 5999, 6300.

[9] Applicable to Non-Worldpay front ends.

[10] Reserved

[11] Merchant agrees that Authorize.Net and its affiliates shall have no liability to Merchant for indirect, incidental, consequential, special or exemplary damages in connection with Merchant's use of the Authorize.Net services, and Merchant further agrees that Authorize.Net's and its affiliates' total liability for any direct damages in the aggregate, under any legal or equitable theory, shall be the fees received by Authorize.Net for provision of Authorize.Net services to Merchant during the six (6) month period prior to the date that the cause of action arose.

[12] The per transaction limit applicable to the FastAccess™ Funding Program Services is $15,000.00. Daily limits also apply. Refer to Addendum A for additional details.

[13] Reserved.

[14] You agree that the mobile processing service is used to accept credit transactions only (i.e. signature-based card transactions), and not PIN-Based Debit, EBT and/or gift card transactions.

[15] The Monthly Fee includes up to 5 Merchant user accounts. The Additional User Fee will be assessed for each additional user account. . Swipe Simple Register includes Swipe Simple Basic functionality and is available for use only with certain equipment types in our sole discretion.

[16] Network Fees are included. Fees designated with an asterisk (*) are waived for Flat Rate pricing. Fees with no asterisk or listed in the Additional Products, and Initial Equipment Orders sections are not included in Flat Rate pricing and will be charged separately. Where Flat Rate Plus Pricing is provided, the Flat Rate Pricing terms apply plus an additional fee of $40.00 per month per MID in consideration of Merchant having available the following services at no additional charge: TruSpend Shopper (Analytics Lite) and ReviewTrackers. Merchant will also be offered free enrollment to GetUpside Service and Valutec Card Solutions Gift Card Program (third party usage fees apply).

[17] Reserved.

[18] See Section 19 of Addendum A for terms and information.

[19] See Section E.20 of Addendum A for terms and additional information.

Visa Disclosures

VISA MEMBER BANK INFORMATION: Fifth Third Bank, N.A.,38 Fountain Square Plaza, Cincinnati, Ohio 45263, (866) 250-9764

IMPORTANT MEMBER BANK RESPONSIBILITIES:
(1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
(2) A Visa Member must be a principal (signer) to the Merchant Agreement.
(3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
(4) The Visa Member is responsible for and must provide settlement funds to the Merchant.
(5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:
(1) Ensure compliance with cardholder data security and storage requirements.
(2) Maintain fraud and chargeback below thresholds.
(3) Review and understand the terms of the Merchant Agreement.
(4) Comply with Operating Regulations.

The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

The parties agree electronic signatures will have the same legal effect as an original (i.e. ink) signature and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. A scanned, facsimile, or duplicate copy of this Disclosures page executed by the Merchant shall also be treated as and/or constitute an original.

MERCHANT LEGAL NAME			
MERCHANT SIGNATURE	PRINTED NAME	TITLE	DATE